

**CITY OF SOMERVILLE MASSACHUSETTS
SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE MA. 02143**

**BIDDING INSTRUCTIONS FOR
DIRECT DIGITAL CONTROLS AT SOMERVILLE HIGH SCHOOL
Bid No. IFB 15-52**

Enclosed you will find an invitation to bid for: The City of Somerville seeks a qualified contractor to install a Direct Digital Control (DDC) system for Somerville High School. The school is served by oil heat, and the current control system is manually operated. The purpose of the DDC is to reduce oil and electricity usage, as well as greenhouse gas emissions, by allowing precise and remote temperature controls.

When submitting bid, please identify the bid item and number clearly. All bids must be sealed and delivered to Purchasing Department, City of Somerville, 93 Highland Ave., Somerville, MA 02143. Please mark the outside of all bid envelopes with the **"IFB 15-52 Direct Digital Controls"**

BIDS SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided.

- 1) "Notice to Bidders" signed by person submitting bid.
- 2) "Signature Form" complete when submitting your bid.
- 3) Tax Compliance/Non Collusion Form
- 4) Certificate of Signature Authority
- 5) Somerville Living Wage Form
- 6) Quality Requirements
- 7) Bid Pricing Page
- 8) Signed Prevailing Wage Compliance Form

NOTE: If Vendor is incorporated an updated "CERTIFICATE OF GOOD STANDING" from the Commonwealth of Massachusetts will be needed for the awarded vendor only.

Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested. Your cooperation is greatly appreciated.

EMERGENCY ENVIRONMENTAL REMEDIATION SERVICES

IFB 15-52

BIDDERS CHECKLIST

Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.

_____ Cover Letter

_____ Bidder's Checklist

Bid Folder

_____ Quality Requirements/Minimum Selection Criteria

_____ Prevailing Wage Compliance Form

_____ Somerville Living Wage Form

_____ Certificate of Non-Collusion and Tax Compliance

_____ Certificate of Signature Authority

_____ DCAMM Certification

_____ OSHA Certification

_____ 5% Bid Bond

_____ 100% Payment Bond

_____ 100% Performance Bond

_____ Responsible Employer Ordinance Form

_____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)

_____ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)

_____ Reference Form (or equivalent may be attached)

_____ Acknowledgement of Addenda

_____ Notice to Proposers (from introductory pages of this IFB – to be signed by authorized signatory of bidder and submitted with sealed bid)

NOTICE TO BIDDERS
BID #15-52

All bids must be in accordance with terms and conditions set forth herein as stated.

- SECTION A. Sealed bids for: **Direct Digital Controls at Somerville High School**, the contract will be for one (1) year from on or about **December 20th, 2014 to December 19th, 2015**. The sealed bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA. 02143 no later than **Wednesday, December 17th, 2014 at 11:00 A.M.** at which time and place they will be publicly opened and read.
- SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Monday, November 24th, 2014.**
- SECTION C. Bid envelopes shall be clearly marked as follows: **"Bid No: 15-52, Direct Digital Controls"**
- SECTION D. If **awarded** vendor is a Corporation, vendor must comply with request for "Certificate of Good Standing". See attached instructions.
- SECTION E. **INSURANCE: Awarded Vendor** must comply with insurance requirements as stated in the bid package.
- SECTION F. Living Wage - see specifications, Appendix A
Prevailing Wage Rates Apply, attached Appendix A
- SECTION G. The requirements in Section **E or F** will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
- SECTION H. The copy of the bid deposited with the City will be accompanied by a bid guarantee in the amount of **5% of the estimated contract amount.** The estimated contract amount is **\$100,000.00.** A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.
- SECTION I. A **Payment Bond** and a **Performance Bond** in the amount of **100% of the total contract price** will be required by the City.

- SECTION K. The Purchasing Director reserves the right to accept or reject any or all bids, to waive any minor informalities, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
- SECTION L. The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days of receipt of contract.
- SECTION M. The Vendor must certify that all employees to be provided have successfully completed at least ten (10) hours of OSHA approved training in Construction Safety and Health.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

Email: _____

City of Somerville

Invitation for Bids for

**Direct Digital Controls at Somerville High School
Bid No. 15-52**

I. General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143.

Bids must be delivered by **11:00 A.M. on Wednesday December 17th, 2014.**

1 copy of the bid should be submitted. Bids must be sealed and marked as follows:
"IFB 15-52 Direct Digital Controls".

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, reference form as provided in this IFB, and 5% bid surety in the amount of **5% of the estimated contract amount.** The estimated contract amount is **\$100,000.00.** A Bid bond, Certified Check, Treasurer's Check, or Cashier's Check made payable to the City must be submitted with each bid. Said bid guarantee will become the property of the City of Somerville if the proposal is accepted and the bidder either neglects or refuses to comply with the terms of the proposal. Bid guarantee will be returned within 30 days to all unsuccessful bidders.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

DCAMM Certification

DCAMM certification is required on this bid. DCAMM, General Construction. Submit DCAMM certification with your bid.

Bonding Requirements

A Payment Bond in the amount of **100%** and a **Performance** Bond in the amount of **100%** of the total contract price is required upon contract award.

Prevailing Wage Requirements

The Prevailing Wage Law applies to this contract. The applicable prevailing wage rates are attached.

Bidders will be required to comply with the Prevailing Wage Laws, M.G.L. c.149. Every Bidder will be required to submit a certified payroll to the City every week. The City will take an active role in reviewing and monitoring these payrolls weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Practices Division. The Attorney General's Office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact, and determinations. Weekly payrolls are public records.

The Bidder is required to keep these records for a period of three years from the date of completion of this contract.

Notwithstanding anything to the contrary in Articles of General conditions included herein, the City may in its sole discretion withhold payment from the General Contractor with respect to a given application for payment unless the City has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment. Payment by the City on one or more occasions in the absence of the General Contractor's compliance with this section shall not constitute a waiver of the City's right to withhold payment for noncompliance on other occasions.

The General Contractor shall submit payroll information on a weekly basis in a format approved by the City (form attached) numbered in numerical sequence and signed by the Contractor (including forms; for weeks when the Contractor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work). The General Contractor shall submit these forms to: Superintendent of Buildings and Grounds, Dept. of Public Works, One Franey Road, Somerville, MA.

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB. No changes may be made to the bid documents, by the Bidders; without written authorization and/or an addendum from the Purchasing Department.

Questions about the IFB

Questions concerning this invitation for bids must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 before **4:30 P.M. on Wednesday December 10th, 2014**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to mrichards@somervillema.gov. Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.

If any Bidders or proposers contact anyone outside of Purchasing, for information about this proposal, the bid/proposal will be disqualified from the bidding process.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

Right to Cancel/Reject Bids

The City of Somerville may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Bids

The City reserves the right to reject unbalanced, front loaded, and conditional bids.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

II. Purchase Description/Scope of Services

Contract Term Length and Renewal Options

The contract will remain in effect for one year, from on or about December 20th, 2014 to on or about December 19th, 2015,.

Price Submission

The Bidder is expected to provide a total project price, as requested on the price submission page. The City is requesting pricing for the installation of a Direct Digital Controls system at the Somerville High School.

All prices must include travel time, fuel costs, delivery, and any other additional costs not provided for on the bid price sheet.

Brand Name "Or Equal"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Warranty

The bidder warrants that (1) the Supplies provided are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City.

The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies.

The bidder guarantees all Products and Supplies for a period of one (1) year, or as otherwise specified herein.

Invoicing

The Vendor will mail an invoice to the ordering department after completion of the service and be authorized by a work order. All Invoice submissions must include a Vendor Work Order which was signed by the DPW Superintendent of Buildings and Grounds, or his designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the specifications provided herein.

Specifications/Scope of Work

Background

The City of Somerville seeks a qualified contractor to install a Direct Digital Control (DDC) system for Somerville High School. The High School is used for school and City activities 12 months of the year, during the daytime and evening. The school is served by oil heat, and the current control system is manually operated. The purpose of the DDC is to reduce oil and electricity usage, as well as greenhouse gas emissions, by allowing precise and remote temperature controls.

The goal and end result from successful completion of this contract, is the consistent participant satisfaction of the provided service.

Scope of Work

- Provide a building management and control system (BMCS) incorporating direct digital control (DDC), equipment monitoring, and control consisting of microcomputer based general purpose DDC controllers (GPCs) interfacing directly with sensors, actuators and environmental delivery systems (i.e., HVAC units, boilers, chillers, lighting systems).
- Conduct a preliminary review of the building and H&V system to verify equipment that will be monitored and controlled through the DDC system.
- Meet with the City to present findings of preliminary review, provide projected energy and cost savings, and installation project scope and timeline. It is expected that work will be completed by May 2014 and will be conducted during periods when school activities will not be interrupted, such as school vacations in February 2014.
- Conduct training on system operation for Somerville City staff.

Specifications / Requirements

- All new DDC shall interface with the existing City-wide Honeywell Enterprise Building Integrator (EBI) through Honeywell propriety, BACnet, LON or MODBUS communications. Communications to the EBI are done through the City of Somerville Network on a V-LAN dedicated to Honeywell for HVAC, Fire, Intrusion, Access Control and Video surveillance.
- Include graphics, trending, scheduling and remote password protected access via mobile devices.
- All installation material and labor shall be included.
- The DDC system will include sensors that allow monitoring and control of the equipment, rooms, and/or systems listed below. It is anticipated that all controls currently tied to the Honeywell Excel Classic electronic controls will be part of the new DDC system. This list includes points in City Hall that need to be used to control steam in City Hall through a valve in the High School; the City shall preapprove the sequence of operations for the points in City Hall.

QTY	Description
4	Boiler
1	HW Converter
4	Condensate Vac Pump Monitor
1	Boiler Feed High Level Alarm

1	Boiler Oil Tank Alarm
1	Emergency Gen Oil Tank Alarm
1	Generator Alarm
1	Boiler Feed Standby Alarm
1	Manual/Auto Select of Boiler 1&2
1	Manual/Auto Select of Boiler 3&4
1	Steam Pressure
1	Domestic HW Valve Enable
26	H&V Units
40	Exhaust / Relief Fans
1	East Wing East Zone Valve
1	East Wing West Zone Valve
1	East Wing South Zone Valve
1	East Wing East Unit Vent
1	East Wing West Unit Vent
1	East Wing South Unit Vent
1	Café Zone Valve V9
1	Central Wing West V6
1	Central Wing South West V5
1	Central Wing South West V8
1	Central Wing Auditorium V7
1	Central Wing East V10
1	Central Wing South East V11
1	Central Wing Unit Vent
1	Alarm Output Low Temp Alarm
1	Alarm Output Low Temp Alarm
1	West Wing West Valve V1
1	West Wing East Valve V4
1	West Wing South Valve V3
1	West Wing West Unit Vents
1	West Wing East Unit Vents
1	West Wing South Unit Vents
4	Misc Cabinet Unit Heater Zone enable / Space Temp
3	Misc Unit Heater Zone Enable / Space
6	Misc UV Zone Enable / Space Temp
6	Misc Toilet / Exhaust
1	Site Lighting
2	Zone Radiation / Temp
2	TAC Unit Enable
1	Low Temp Call Out
5	Misc Fans & Unit Vents currently controlle by T.C.
1	Wood shop Alarm
1	Wood Shop CUH Enable
1	Radiation Enable (Gym)
1	Metal Shop Alarm
1	Computer RM AC
	Minimal Space Sensor Required

1	Space HV 20 Boys Locker Rm
1	Space Engine Shop
1	Space Carpentry
1	Room 155 Cooking
1	Room 257 Classroom
1	Room 250 Office
1	Room 360 Classroom
1	Room 350 Classroom
1	Room 452 Language Lab
1	Room 459 Classroom
1	Room 451 Language Office
1	Room 458 Classroom
1	Room 430 Physics Lab
1	Café Corridor BC105
1	Café
1	Café Teachers Rm 128
1	Hall East BC104
1	Hall West BC101
1	Classroom 228
1	Music Classroom
1	Auditorium entrance
1	Auditorium 230
1	Classroom 343
1	Classroom 339
1	Science Lab 429
1	Science Lab 431
1	Chemistry Lab 423
1	Biology Lab 425
1	Classroom 109
1	Classroom 209
1	Classroom 301
1	Spec Ed Resources
1	Business Office 400
1	Suspension 402
1	Typing 409
1	Typing 408
	Points from City Hall
1	Purchasing Dept. Space Temp
1	Treasurers Dept. Space Temp
1	Assayers Space Temp
1	City Solicitors Space Temp
1	Alderman's Space Temp
1	Mayors Space Temp
1	Auditors Space Temp
1	Community Development Space Temp

General

The work to be performed under this contract consists of furnishing labor, materials, and equipment for the specified Direct Digital Controls installation and disposal of existing materials and debris, if applicable.

Examination of Property

The contractor shall fully inform himself of the existing conditions where the work is to be done.

Protection of Property

The contractor shall take all precautions to protect the property of the City from injury and shall be held responsible for all employees or any person or persons, instrument or device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the contractor to the satisfaction of the City.

Quality of Workmanship

All work must be done in a thorough workmanlike manner.

Experience

The contractor shall have been established in the specified field for at least 5 years.

Response Time

The contractor must schedule all work to be done with Walter Whitney, DPW Superintendent, Buildings and Grounds, 617-625-6600 x5210, and Mike Bowler, Facilities Supervisor, 617-625-6600 x5215.

Laws and Regulations

The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

Estimates and Surveys

The contractor shall, as required, furnish estimates and survey proposed work at no cost to the City.

Insurance

The contractor must provide the following insurance certificates before the contract can be fully executed:

General Liability:	\$1,000,000
Automobile:	\$1,000,000
Workers' Compensation:	as required by General Law

The Certificates of Insurance must show the City of Somerville as the Certificate Holder and as Additional Insured. Should any policies be cancelled before the expiration date, the issuing company must send written notice to the City 30 days prior to cancellation.

References

Please include on a separate sheet a minimum of three references for whom similar installation services have been provided to similar size municipalities. The City of Somerville reserves the right to be included as a reference and would require prior authorization from the Purchasing Department. Include contact person and telephone number along with company name and

address.

Examination of Premises

The Contractor shall fully inform himself of the existing conditions where the work is to be performed. The contractor shall, as required, furnish estimates and survey potential work at no cost to the City.

The Contractor shall provide materials of a quality equal to or exceeding that of original materials and/or shall be of a quality compatible to existing materials to provide desired results, as approved by the City.

Service

The Contractor shall provide qualified service personnel to assure against unreasonable delay. All work to be provided in a professional workmanlike manner.

Protection of Property

The Contractor shall take all precautions to protect municipal and private property from injury and be held responsible for all employees or any person or persons, instrument or device directly or indirectly employed by him. Any corresponding damages shall be replaced, repaired and paid for by the Contractor to the satisfaction of all parties concerned including the City of Somerville.

Quality of Workmanship

Fully qualified skilled personnel must do all work in a thorough workmanlike manner. The Contractor shall be fully qualified to perform the repairs. The City of Somerville reserves the right to judge on the quality of workmanship of those bidding based either on prior work performed for the City of Somerville, work performed for private entities, and other public works projects. All bidders will be required to provide reference information at the time of bid.

Quality of workmanship and references will be a determining factor when awarding this bid.

Experience

The Contractor shall have been established in the general contracting business for at least 5 years.

Laws and Regulations

The Contractor shall comply with all Federal, State and Local Ordinances and Regulations governing the type of work indicated in these specifications.

Authorization

The Commissioner of Public Works, the Superintendent of Building and Grounds and/or an authorized agent of the City of Somerville will authorize all work to be done in Somerville High School.

Prevailing Wage Law

Bidders will be required to comply with the Prevailing Wage Laws, M.G.L. c. 149. Every Bidder will be required to submit a certified payroll to the City every week. The City will take an active role in reviewing and monitoring these payrolls weekly. If the City suspects any violations, the City will report them to the Attorney General's Fair Labor and Practices Division. The Attorney General's Office, after conducting an investigation and a hearing can order the bidder to halt work, if it finds prevailing wage violations. Within fifteen days after completion of its portion of the work the bidder must submit a Statement of Compliance with the prevailing wage law. The City reserves the right to conduct hearings on bids that are significantly below the average bid price submitted on a project, to make findings of fact, and determinations. Weekly payrolls are public records and the bidder shall make them available upon request.

The Bidder is required to keep these records for a period of three years from the date of completion of this contract.

IV. References
REFERENCE FORM

Bidder: _____

IFB Title: # 15-52 Direct Digital Controls at Somerville High School

Bidder must provide references for: Three other similar sized municipalities or companies provided the same services

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

**CITY OF SOMERVILLE
SIGNATURE FORM**

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE: _____.

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: _____

V. Rule for Award

One contract will be awarded to the responsible and eligible bidder offering the lowest total pricing.

VI. Bid Pricing Sheet

Please quote on the following items. Prices are to include delivery, the cost of fuel and all other charges related to the services listed below. Prices are to remain the same for the entire contract period.

Price Proposal for Direct Digital Controls System

The Contractor proposes to furnish Labor, Equipment and Materials required to provide Installation of the Direct Digital Controls system. The new DDC shall interface with the existing citywide Honeywell Enterprise Building Integrator through Honeywell proprietary, BACnet, LON or MODBUS communications. The DDC system will include sensors that allow monitoring and control of the equipment, rooms, and/or systems listed herein. Contractor is to remove all surplus material.

Materials	
Price in words	
Price in numbers	\$
Labor	
Price in words	
Price in numbers	\$
Total Pricing:	\$

Name of Company: _____

Submitted By: _____

Address: _____

Phone: _____ Fax: _____

Date: _____

Email: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED

Failure to acknowledge receipt of addenda may result in your bid being rejected

Quality Requirements

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

	Yes	No
The Contractor has five (5) years or more of experience in providing similar systems		
The Contractor has experience with three (3) or more projects of comparable size and scope		
System and services can interface with the City's existing EBI system, version R410.2 Building Manager		
Demonstrated staff capacity to complete installation during school vacation weeks		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

Appendix A

**Prevailing Wage Rates
Somerville Living Wage Ordinance
Responsible Employer Ordinance**



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Somerville
Contract Number: **City/Town:** SOMERVILLE
Description of Work: Installation of a Direct Digital Control (DDC) system for Somerville High School to reduce oil and electricity usage and allow precise and remote temperature controls
Job Location: 81 Highland Avenue Somerville, MA 02143

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.40	\$9.91	\$8.80	\$0.00	\$51.11
	12/01/2014	\$32.40	\$9.91	\$9.33	\$0.00	\$51.64
	06/01/2015	\$32.75	\$9.91	\$9.33	\$0.00	\$51.99
	08/01/2015	\$32.75	\$10.41	\$9.33	\$0.00	\$52.49
	12/01/2015	\$32.75	\$10.41	\$10.08	\$0.00	\$53.24
	06/01/2016	\$33.25	\$10.41	\$10.08	\$0.00	\$53.74
	08/01/2016	\$33.25	\$10.91	\$10.08	\$0.00	\$54.24
	12/01/2016	\$33.25	\$10.91	\$10.89	\$0.00	\$55.05
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.47	\$9.91	\$8.80	\$0.00	\$51.18
	12/01/2014	\$32.47	\$9.91	\$9.33	\$0.00	\$51.71
	06/01/2015	\$32.82	\$9.91	\$9.33	\$0.00	\$52.06
	08/01/2015	\$32.82	\$10.41	\$9.33	\$0.00	\$52.56
	12/01/2015	\$32.82	\$10.41	\$10.08	\$0.00	\$53.31
	06/01/2016	\$33.32	\$10.41	\$10.08	\$0.00	\$53.81
	08/01/2016	\$33.32	\$10.91	\$10.08	\$0.00	\$54.31
	12/01/2016	\$33.32	\$10.91	\$10.89	\$0.00	\$55.12
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.59	\$9.91	\$8.80	\$0.00	\$51.30
	12/01/2014	\$32.59	\$9.91	\$9.33	\$0.00	\$51.83
	06/01/2015	\$32.94	\$9.91	\$9.33	\$0.00	\$52.18
	08/01/2015	\$32.94	\$10.41	\$9.33	\$0.00	\$52.68
	12/01/2015	\$32.94	\$10.41	\$10.08	\$0.00	\$53.43
	06/01/2016	\$33.44	\$10.41	\$10.08	\$0.00	\$53.93
	08/01/2016	\$33.44	\$10.91	\$10.08	\$0.00	\$54.43
	12/01/2016	\$33.44	\$10.91	\$10.89	\$0.00	\$55.24
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29**Effective Date -** 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:**Apprentice to Journeyworker Ratio:1:5**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2014	\$48.96	\$10.18	\$18.22	\$0.00	\$77.36
BRICKLAYERS LOCAL 3 (BOSTON)	02/01/2015	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
	08/01/2015	\$50.42	\$10.18	\$18.29	\$0.00	\$78.89
	02/01/2016	\$50.99	\$10.18	\$18.29	\$0.00	\$79.46
	08/01/2016	\$51.89	\$10.18	\$18.37	\$0.00	\$80.44
	02/01/2017	\$52.46	\$10.18	\$18.37	\$0.00	\$81.01

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Boston**Effective Date -** 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$10.18	\$18.22	\$0.00	\$52.88
2	60	\$29.38	\$10.18	\$18.22	\$0.00	\$57.78
3	70	\$34.27	\$10.18	\$18.22	\$0.00	\$62.67
4	80	\$39.17	\$10.18	\$18.22	\$0.00	\$67.57
5	90	\$44.06	\$10.18	\$18.22	\$0.00	\$72.46

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$10.18	\$18.22	\$0.00	\$53.16
2	60	\$29.71	\$10.18	\$18.22	\$0.00	\$58.11
3	70	\$34.66	\$10.18	\$18.22	\$0.00	\$63.06
4	80	\$39.62	\$10.18	\$18.22	\$0.00	\$68.02
5	90	\$44.57	\$10.18	\$18.22	\$0.00	\$72.97

Notes:**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$35.20	\$7.30	\$12.90	\$0.00	\$55.40
	12/01/2014	\$35.95	\$7.30	\$12.90	\$0.00	\$56.15
	06/01/2015	\$36.70	\$7.30	\$12.90	\$0.00	\$56.90
	12/01/2015	\$37.45	\$7.30	\$12.90	\$0.00	\$57.65
	06/01/2016	\$38.20	\$7.30	\$12.90	\$0.00	\$58.40
	12/01/2016	\$39.20	\$7.30	\$12.90	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 1 (Metro Boston)</i>	09/01/2014	\$41.65	\$9.80	\$16.11	\$0.00	\$67.56
	03/01/2015	\$42.67	\$9.80	\$16.11	\$0.00	\$68.58

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CARPENTER - Zone 1 Metro Boston
Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.83	\$9.80	\$1.57	\$0.00	\$32.20
2	60	\$24.99	\$9.80	\$1.57	\$0.00	\$36.36
3	70	\$29.16	\$9.80	\$11.40	\$0.00	\$50.36
4	75	\$31.24	\$9.80	\$11.40	\$0.00	\$52.44
5	80	\$33.32	\$9.80	\$12.97	\$0.00	\$56.09
6	80	\$33.32	\$9.80	\$12.97	\$0.00	\$56.09
7	90	\$37.49	\$9.80	\$14.54	\$0.00	\$61.83
8	90	\$37.49	\$9.80	\$14.54	\$0.00	\$61.83

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.34	\$9.80	\$1.57	\$0.00	\$32.71
2	60	\$25.60	\$9.80	\$1.57	\$0.00	\$36.97
3	70	\$29.87	\$9.80	\$11.40	\$0.00	\$51.07
4	75	\$32.00	\$9.80	\$11.40	\$0.00	\$53.20
5	80	\$34.14	\$9.80	\$12.97	\$0.00	\$56.91
6	80	\$34.14	\$9.80	\$12.97	\$0.00	\$56.91
7	90	\$38.40	\$9.80	\$14.54	\$0.00	\$62.74
8	90	\$38.40	\$9.80	\$14.54	\$0.00	\$62.74

Notes:
Apprentice to Journeyworker Ratio:1:5
CEMENT MASONRY/PLASTERING
BRICKLAYERS LOCAL 3 (BOSTON)

07/01/2014	\$43.77	\$10.90	\$18.71	\$1.30	\$74.68
01/01/2015	\$44.69	\$10.90	\$18.71	\$1.30	\$75.60
07/01/2015	\$45.29	\$10.90	\$18.71	\$1.30	\$76.20
01/01/2016	\$46.21	\$10.90	\$18.71	\$1.30	\$77.12

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)
Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.89	\$10.90	\$12.21	\$1.30	\$46.30
2	60	\$26.26	\$10.90	\$13.71	\$1.30	\$52.17
3	65	\$28.45	\$10.90	\$14.71	\$1.30	\$55.36
4	70	\$30.64	\$10.90	\$15.71	\$1.30	\$58.55
5	75	\$32.83	\$10.90	\$16.71	\$1.30	\$61.74
6	80	\$35.02	\$10.90	\$17.71	\$1.30	\$64.93
7	90	\$39.39	\$10.90	\$18.71	\$1.30	\$70.30

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.35	\$10.90	\$12.21	\$1.30	\$46.76
2	60	\$26.81	\$10.90	\$13.71	\$1.30	\$52.72
3	65	\$29.05	\$10.90	\$14.71	\$1.30	\$55.96
4	70	\$31.28	\$10.90	\$15.71	\$1.30	\$59.19
5	75	\$33.52	\$10.90	\$16.71	\$1.30	\$62.43
6	80	\$35.75	\$10.90	\$17.71	\$1.30	\$65.66
7	90	\$40.22	\$10.90	\$18.71	\$1.30	\$71.13

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$43.49	\$10.00	\$14.20	\$0.00	\$67.69
	06/01/2015	\$44.24	\$10.00	\$14.20	\$0.00	\$68.44
	12/01/2015	\$45.49	\$10.00	\$14.20	\$0.00	\$69.69
	06/01/2016	\$46.24	\$10.00	\$14.20	\$0.00	\$70.44
	12/01/2016	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	06/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
	12/01/2017	\$49.49	\$10.00	\$14.20	\$0.00	\$73.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 1</i>	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 1</i>	06/01/2014	\$35.25	\$7.30	\$12.70	\$0.00	\$55.25
	12/01/2014	\$36.00	\$7.30	\$12.70	\$0.00	\$56.00
	06/01/2015	\$36.75	\$7.30	\$12.70	\$0.00	\$56.75
	12/01/2015	\$37.50	\$7.30	\$12.70	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	12/01/2014	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	06/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
	12/01/2015	\$37.25	\$7.30	\$12.70	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRAWBRIDGE OPERATOR (Construction)	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
<i>ELECTRICIANS LOCAL 103</i>	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

For apprentice rates see "Apprentice- ELECTRICIAN"

ELECTRICIAN	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
<i>ELECTRICIANS LOCAL 103</i>	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
2	40	\$17.92	\$13.00	\$0.54	\$0.00	\$31.46
3	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
4	45	\$20.16	\$13.00	\$11.33	\$0.00	\$44.49
5	50	\$22.40	\$13.00	\$11.67	\$0.00	\$47.07
6	55	\$24.63	\$13.00	\$12.01	\$0.00	\$49.64
7	60	\$26.87	\$13.00	\$12.35	\$0.00	\$52.22
8	65	\$29.11	\$13.00	\$12.68	\$0.00	\$54.79
9	70	\$31.35	\$13.00	\$13.02	\$0.00	\$57.37
10	75	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
2	40	\$18.07	\$13.00	\$0.54	\$0.00	\$31.61
3	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
4	45	\$20.33	\$13.00	\$11.63	\$0.00	\$44.96
5	50	\$22.59	\$13.00	\$11.97	\$0.00	\$47.56
6	55	\$24.84	\$13.00	\$12.32	\$0.00	\$50.16
7	60	\$27.10	\$13.00	\$12.66	\$0.00	\$52.76
8	65	\$29.36	\$13.00	\$13.00	\$0.00	\$55.36
9	70	\$31.62	\$13.00	\$13.34	\$0.00	\$57.96
10	75	\$33.88	\$13.00	\$13.69	\$0.00	\$60.57

Notes: :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$38.87	\$10.00	\$14.18	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$40.29	\$10.00	\$14.18	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2014	\$20.92	\$10.00	\$14.18	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i>	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
/ COMMISSIONING <i>ELECTRICIANS</i>	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$34.59	\$10.00	\$14.20	\$0.00	\$58.79
	12/01/2014	\$35.43	\$10.00	\$14.20	\$0.00	\$59.63
	06/01/2015	\$36.05	\$10.00	\$14.20	\$0.00	\$60.25
	12/01/2015	\$37.10	\$10.00	\$14.20	\$0.00	\$61.30
	06/01/2016	\$37.72	\$10.00	\$14.20	\$0.00	\$61.92
	12/01/2016	\$38.76	\$10.00	\$14.20	\$0.00	\$62.96
	06/01/2017	\$39.60	\$10.00	\$14.20	\$0.00	\$63.80
	12/01/2017	\$40.43	\$10.00	\$14.20	\$0.00	\$64.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE I</i>	06/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2014	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	06/01/2015	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2015	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	06/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
	12/01/2016	\$20.50	\$7.30	\$12.70	\$0.00	\$40.50
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	09/01/2014	\$40.40	\$9.80	\$17.21	\$0.00	\$67.41

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$9.80	\$1.79	\$0.00	\$31.79
2	55	\$22.22	\$9.80	\$1.79	\$0.00	\$33.81
3	60	\$24.24	\$9.80	\$11.84	\$0.00	\$45.88
4	65	\$26.26	\$9.80	\$11.84	\$0.00	\$47.90
5	70	\$28.28	\$9.80	\$13.63	\$0.00	\$51.71
6	75	\$30.30	\$9.80	\$13.63	\$0.00	\$53.73
7	80	\$32.32	\$9.80	\$15.42	\$0.00	\$57.54
8	85	\$34.34	\$9.80	\$15.42	\$0.00	\$59.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 1)</i>	07/01/2014	\$42.05	\$7.85	\$16.10	\$0.00	\$66.00
	01/01/2015	\$42.95	\$7.85	\$16.10	\$0.00	\$66.90
	07/01/2015	\$43.85	\$7.85	\$16.10	\$0.00	\$67.80
	01/01/2016	\$44.80	\$7.85	\$16.10	\$0.00	\$68.75
	07/01/2016	\$45.75	\$7.85	\$16.10	\$0.00	\$69.70
	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65

Apprentice - GLAZIER - Local 35 Zone 1

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$7.85	\$0.00	\$0.00	\$28.88
2	55	\$23.13	\$7.85	\$3.66	\$0.00	\$34.64
3	60	\$25.23	\$7.85	\$3.99	\$0.00	\$37.07
4	65	\$27.33	\$7.85	\$4.32	\$0.00	\$39.50
5	70	\$29.44	\$7.85	\$14.11	\$0.00	\$51.40
6	75	\$31.54	\$7.85	\$14.44	\$0.00	\$53.83
7	80	\$33.64	\$7.85	\$14.77	\$0.00	\$56.26
8	90	\$37.85	\$7.85	\$15.44	\$0.00	\$61.14

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$7.85	\$0.00	\$0.00	\$29.33
2	55	\$23.62	\$7.85	\$3.66	\$0.00	\$35.13
3	60	\$25.77	\$7.85	\$3.99	\$0.00	\$37.61
4	65	\$27.92	\$7.85	\$4.32	\$0.00	\$40.09
5	70	\$30.07	\$7.85	\$14.11	\$0.00	\$52.03
6	75	\$32.21	\$7.85	\$14.44	\$0.00	\$54.50
7	80	\$34.36	\$7.85	\$14.77	\$0.00	\$56.98
8	90	\$38.66	\$7.85	\$15.44	\$0.00	\$61.95

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.82	\$10.00	\$0.00	\$0.00	\$32.82
2	60	\$24.89	\$10.00	\$14.18	\$0.00	\$49.07
3	65	\$26.97	\$10.00	\$14.18	\$0.00	\$51.15
4	70	\$29.04	\$10.00	\$14.18	\$0.00	\$53.22
5	75	\$31.12	\$10.00	\$14.18	\$0.00	\$55.30
6	80	\$33.19	\$10.00	\$14.18	\$0.00	\$57.37
7	85	\$35.27	\$10.00	\$14.18	\$0.00	\$59.45
8	90	\$37.34	\$10.00	\$14.18	\$0.00	\$61.52

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.37	\$10.00	\$0.00	\$0.00	\$33.37
2	60	\$25.49	\$10.00	\$14.18	\$0.00	\$49.67
3	65	\$27.62	\$10.00	\$14.18	\$0.00	\$51.80
4	70	\$29.74	\$10.00	\$14.18	\$0.00	\$53.92
5	75	\$31.87	\$10.00	\$14.18	\$0.00	\$56.05
6	80	\$33.99	\$10.00	\$14.18	\$0.00	\$58.17
7	85	\$36.12	\$10.00	\$14.18	\$0.00	\$60.30
8	90	\$38.24	\$10.00	\$14.18	\$0.00	\$62.42

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$44.79	\$13.00	\$15.04	\$0.00	\$72.83
	03/01/2015	\$45.17	\$13.00	\$15.40	\$0.00	\$73.57
	09/01/2015	\$46.13	\$13.00	\$15.43	\$0.00	\$74.56
	03/01/2016	\$47.08	\$13.00	\$15.46	\$0.00	\$75.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	12/01/2014	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	06/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	12/01/2015	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	06/01/2016	\$37.85	\$7.30	\$12.70	\$0.00	\$57.85
	12/01/2016	\$38.85	\$7.30	\$12.70	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2014	\$43.31	\$11.25	\$12.60	\$0.00	\$67.16

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.66	\$11.25	\$9.35	\$0.00	\$42.26
2	60	\$25.99	\$11.25	\$10.00	\$0.00	\$47.24
3	70	\$30.32	\$11.25	\$10.65	\$0.00	\$52.22
4	80	\$34.65	\$11.25	\$11.30	\$0.00	\$57.20

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	03/16/2014	\$41.19	\$7.70	\$19.25	\$0.00	\$68.14
IRONWORKERS LOCAL 7 (BOSTON AREA)						

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$7.70	\$19.25	\$0.00	\$51.66
2	70	\$28.83	\$7.70	\$19.25	\$0.00	\$55.78
3	75	\$30.89	\$7.70	\$19.25	\$0.00	\$57.84
4	80	\$32.95	\$7.70	\$19.25	\$0.00	\$59.90
5	85	\$35.01	\$7.70	\$19.25	\$0.00	\$61.96
6	90	\$37.07	\$7.70	\$19.25	\$0.00	\$64.02

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1						
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

LABORER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1						
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER - Zone 1

Effective Date - 06/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.46	\$7.30	\$12.70	\$0.00	\$40.46
2	70	\$23.87	\$7.30	\$12.70	\$0.00	\$43.87
3	80	\$27.28	\$7.30	\$12.70	\$0.00	\$47.28
4	90	\$30.69	\$7.30	\$12.70	\$0.00	\$50.69

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.91	\$7.30	\$12.70	\$0.00	\$40.91
2	70	\$24.40	\$7.30	\$12.70	\$0.00	\$44.40
3	80	\$27.88	\$7.30	\$12.70	\$0.00	\$47.88
4	90	\$31.37	\$7.30	\$12.70	\$0.00	\$51.37

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2014	\$34.25	\$7.30	\$12.70	\$0.00	\$54.25
LABORERS - ZONE 1	12/01/2014	\$35.00	\$7.30	\$12.70	\$0.00	\$55.00
	06/01/2015	\$35.75	\$7.30	\$12.70	\$0.00	\$55.75
	12/01/2015	\$36.50	\$7.30	\$12.70	\$0.00	\$56.50

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2014	\$37.37	\$10.18	\$16.90	\$0.00	\$64.45
	02/01/2015	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	08/01/2015	\$38.53	\$10.18	\$16.97	\$0.00	\$65.68
	02/01/2016	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	08/01/2016	\$39.68	\$10.18	\$17.05	\$0.00	\$66.91
	02/01/2017	\$40.14	\$10.18	\$17.05	\$0.00	\$67.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$16.90	\$0.00	\$45.77
2	60	\$22.42	\$10.18	\$16.90	\$0.00	\$49.50
3	70	\$26.16	\$10.18	\$16.90	\$0.00	\$53.24
4	80	\$29.90	\$10.18	\$16.90	\$0.00	\$56.98
5	90	\$33.63	\$10.18	\$16.90	\$0.00	\$60.71

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.91	\$10.18	\$16.90	\$0.00	\$45.99
2	60	\$22.69	\$10.18	\$16.90	\$0.00	\$49.77
3	70	\$26.47	\$10.18	\$16.90	\$0.00	\$53.55
4	80	\$30.26	\$10.18	\$16.90	\$0.00	\$57.34
5	90	\$34.04	\$10.18	\$16.90	\$0.00	\$61.12

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	08/01/2014	\$49.00	\$10.18	\$18.22	\$0.00	\$77.40
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2015	\$49.56	\$10.18	\$18.22	\$0.00	\$77.96
	08/01/2015	\$50.46	\$10.18	\$18.29	\$0.00	\$78.93
	02/01/2016	\$51.03	\$10.18	\$18.29	\$0.00	\$79.50
	08/01/2016	\$51.93	\$10.18	\$18.37	\$0.00	\$80.48
	02/01/2017	\$52.50	\$10.18	\$18.37	\$0.00	\$81.05

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile
Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.22	\$0.00	\$52.90
2	60	\$29.40	\$10.18	\$18.22	\$0.00	\$57.80
3	70	\$34.30	\$10.18	\$18.22	\$0.00	\$62.70
4	80	\$39.20	\$10.18	\$18.22	\$0.00	\$67.60
5	90	\$44.10	\$10.18	\$18.22	\$0.00	\$72.50

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.78	\$10.18	\$18.22	\$0.00	\$53.18
2	60	\$29.74	\$10.18	\$18.22	\$0.00	\$58.14
3	70	\$34.69	\$10.18	\$18.22	\$0.00	\$63.09
4	80	\$39.65	\$10.18	\$18.22	\$0.00	\$68.05
5	90	\$44.60	\$10.18	\$18.22	\$0.00	\$73.00

Notes:
Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	10/01/2014	\$36.68	\$9.80	\$16.21	\$0.00	\$62.69
MILLWRIGHTS LOCAL 1121 - Zone 1	04/01/2015	\$37.64	\$9.80	\$16.21	\$0.00	\$63.65

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.17	\$9.80	\$4.48	\$0.00	\$34.45
2	65	\$23.84	\$9.80	\$13.36	\$0.00	\$47.00
3	75	\$27.51	\$9.80	\$14.18	\$0.00	\$51.49
4	85	\$31.18	\$9.80	\$14.99	\$0.00	\$55.97

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.70	\$9.80	\$4.48	\$0.00	\$34.98
2	65	\$24.47	\$9.80	\$13.36	\$0.00	\$47.63
3	75	\$28.23	\$9.80	\$14.18	\$0.00	\$52.21
4	85	\$31.99	\$9.80	\$14.99	\$0.00	\$56.78

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2014	\$21.48	\$10.00	\$14.20	\$0.00	\$45.68
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$22.00	\$10.00	\$14.20	\$0.00	\$46.20
	06/01/2015	\$22.38	\$10.00	\$14.20	\$0.00	\$46.58
	12/01/2015	\$23.03	\$10.00	\$14.20	\$0.00	\$47.23
	06/01/2016	\$23.42	\$10.00	\$14.20	\$0.00	\$47.62
	12/01/2016	\$24.07	\$10.00	\$14.20	\$0.00	\$48.27
	06/01/2017	\$24.58	\$10.00	\$14.20	\$0.00	\$48.78
	12/01/2017	\$25.10	\$10.00	\$14.20	\$0.00	\$49.30

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	06/01/2014	\$25.03	\$10.00	\$14.20	\$0.00	\$49.23
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$25.64	\$10.00	\$14.20	\$0.00	\$49.84
	06/01/2015	\$26.09	\$10.00	\$14.20	\$0.00	\$50.29
	12/01/2015	\$26.84	\$10.00	\$14.20	\$0.00	\$51.04
	06/01/2016	\$27.30	\$10.00	\$14.20	\$0.00	\$51.50
	12/01/2016	\$28.05	\$10.00	\$14.20	\$0.00	\$52.25
	06/01/2017	\$28.65	\$10.00	\$14.20	\$0.00	\$52.85
	12/01/2017	\$29.26	\$10.00	\$14.20	\$0.00	\$53.46

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 1</i>	07/01/2014	\$46.76	\$7.85	\$16.10	\$0.00	\$70.71
	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$7.85	\$0.00	\$0.00	\$31.23
2	55	\$25.72	\$7.85	\$3.66	\$0.00	\$37.23
3	60	\$28.06	\$7.85	\$3.99	\$0.00	\$39.90
4	65	\$30.39	\$7.85	\$4.32	\$0.00	\$42.56
5	70	\$32.73	\$7.85	\$14.11	\$0.00	\$54.69
6	75	\$35.07	\$7.85	\$14.44	\$0.00	\$57.36
7	80	\$37.41	\$7.85	\$14.77	\$0.00	\$60.03
8	90	\$42.08	\$7.85	\$15.44	\$0.00	\$65.37

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2014	\$43.45	\$7.85	\$16.10	\$0.00	\$67.40
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2015	\$44.35	\$7.85	\$16.10	\$0.00	\$68.30
	07/01/2015	\$45.25	\$7.85	\$16.10	\$0.00	\$69.20
	01/01/2016	\$46.20	\$7.85	\$16.10	\$0.00	\$70.15
	07/01/2016	\$47.15	\$7.85	\$16.10	\$0.00	\$71.10
	01/01/2017	\$48.10	\$7.85	\$16.10	\$0.00	\$72.05

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New

Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.73	\$7.85	\$0.00	\$0.00	\$29.58
2	55	\$23.90	\$7.85	\$3.66	\$0.00	\$35.41
3	60	\$26.07	\$7.85	\$3.99	\$0.00	\$37.91
4	65	\$28.24	\$7.85	\$4.32	\$0.00	\$40.41
5	70	\$30.42	\$7.85	\$14.11	\$0.00	\$52.38
6	75	\$32.59	\$7.85	\$14.44	\$0.00	\$54.88
7	80	\$34.76	\$7.85	\$14.77	\$0.00	\$57.38
8	90	\$39.11	\$7.85	\$15.44	\$0.00	\$62.40

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$7.85	\$0.00	\$0.00	\$30.03
2	55	\$24.39	\$7.85	\$3.66	\$0.00	\$35.90
3	60	\$26.61	\$7.85	\$3.99	\$0.00	\$38.45
4	65	\$28.83	\$7.85	\$4.32	\$0.00	\$41.00
5	70	\$31.05	\$7.85	\$14.11	\$0.00	\$53.01
6	75	\$33.26	\$7.85	\$14.44	\$0.00	\$55.55
7	80	\$35.48	\$7.85	\$14.77	\$0.00	\$58.10
8	90	\$39.92	\$7.85	\$15.44	\$0.00	\$63.21

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2014	\$41.51	\$7.85	\$16.10	\$0.00	\$65.46
<i>PAINTERS LOCAL 35 - ZONE 1</i>	01/01/2015	\$42.41	\$7.85	\$16.10	\$0.00	\$66.36
	07/01/2015	\$43.31	\$7.85	\$16.10	\$0.00	\$67.26
	01/01/2016	\$44.26	\$7.85	\$16.10	\$0.00	\$68.21
	07/01/2016	\$45.21	\$7.85	\$16.10	\$0.00	\$69.16
	01/01/2017	\$46.16	\$7.85	\$16.10	\$0.00	\$70.11

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint
Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.76	\$7.85	\$0.00	\$0.00	\$28.61
2	55	\$22.83	\$7.85	\$3.66	\$0.00	\$34.34
3	60	\$24.91	\$7.85	\$3.99	\$0.00	\$36.75
4	65	\$26.98	\$7.85	\$4.32	\$0.00	\$39.15
5	70	\$29.06	\$7.85	\$14.11	\$0.00	\$51.02
6	75	\$31.13	\$7.85	\$14.44	\$0.00	\$53.42
7	80	\$33.21	\$7.85	\$14.77	\$0.00	\$55.83
8	90	\$37.36	\$7.85	\$15.44	\$0.00	\$60.65

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$7.85	\$0.00	\$0.00	\$29.06
2	55	\$23.33	\$7.85	\$3.66	\$0.00	\$34.84
3	60	\$25.45	\$7.85	\$3.99	\$0.00	\$37.29
4	65	\$27.57	\$7.85	\$4.32	\$0.00	\$39.74
5	70	\$29.69	\$7.85	\$14.11	\$0.00	\$51.65
6	75	\$31.81	\$7.85	\$14.44	\$0.00	\$54.10
7	80	\$33.93	\$7.85	\$14.77	\$0.00	\$56.55
8	90	\$38.17	\$7.85	\$15.44	\$0.00	\$61.46

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2014	\$34.10	\$7.30	\$12.70	\$0.00	\$54.10
LABORERS - ZONE 1	12/01/2014	\$34.85	\$7.30	\$12.70	\$0.00	\$54.85
	06/01/2015	\$35.60	\$7.30	\$12.70	\$0.00	\$55.60
	12/01/2015	\$36.35	\$7.30	\$12.70	\$0.00	\$56.35
	06/01/2016	\$37.10	\$7.30	\$12.70	\$0.00	\$57.10
	12/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	07/01/2014	\$42.05	\$7.85	\$16.10	\$0.00	\$66.00
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	01/01/2015	\$42.95	\$7.85	\$16.10	\$0.00	\$66.90
	07/01/2015	\$43.85	\$7.85	\$16.10	\$0.00	\$67.80
	01/01/2016	\$44.80	\$7.85	\$16.10	\$0.00	\$68.75
	07/01/2016	\$45.75	\$7.85	\$16.10	\$0.00	\$69.70
	01/01/2017	\$46.70	\$7.85	\$16.10	\$0.00	\$70.65

Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW**Effective Date - 07/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$7.85	\$0.00	\$0.00	\$28.88
2	55	\$23.13	\$7.85	\$3.66	\$0.00	\$34.64
3	60	\$25.23	\$7.85	\$3.99	\$0.00	\$37.07
4	65	\$27.33	\$7.85	\$4.32	\$0.00	\$39.50
5	70	\$29.44	\$7.85	\$14.11	\$0.00	\$51.40
6	75	\$31.54	\$7.85	\$14.44	\$0.00	\$53.83
7	80	\$33.64	\$7.85	\$14.77	\$0.00	\$56.26
8	90	\$37.85	\$7.85	\$15.44	\$0.00	\$61.14

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$7.85	\$0.00	\$0.00	\$29.33
2	55	\$23.62	\$7.85	\$3.66	\$0.00	\$35.13
3	60	\$25.77	\$7.85	\$3.99	\$0.00	\$37.61
4	65	\$27.92	\$7.85	\$4.32	\$0.00	\$40.09
5	70	\$30.07	\$7.85	\$14.11	\$0.00	\$52.03
6	75	\$32.21	\$7.85	\$14.44	\$0.00	\$54.50
7	80	\$34.36	\$7.85	\$14.77	\$0.00	\$56.98
8	90	\$38.66	\$7.85	\$15.44	\$0.00	\$61.95

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35 - ZONE 1

07/01/2014	\$40.11	\$7.85	\$16.10	\$0.00	\$64.06
01/01/2015	\$41.01	\$7.85	\$16.10	\$0.00	\$64.96
07/01/2015	\$41.91	\$7.85	\$16.10	\$0.00	\$65.86
01/01/2016	\$42.86	\$7.85	\$16.10	\$0.00	\$66.81
07/01/2016	\$43.81	\$7.85	\$16.10	\$0.00	\$67.76
01/01/2017	\$44.76	\$7.85	\$16.10	\$0.00	\$68.71

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT
Effective Date - 07/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$7.85	\$0.00	\$0.00	\$27.91
2	55	\$22.06	\$7.85	\$3.66	\$0.00	\$33.57
3	60	\$24.07	\$7.85	\$3.99	\$0.00	\$35.91
4	65	\$26.07	\$7.85	\$4.32	\$0.00	\$38.24
5	70	\$28.08	\$7.85	\$14.11	\$0.00	\$50.04
6	75	\$30.08	\$7.85	\$14.44	\$0.00	\$52.37
7	80	\$32.09	\$7.85	\$14.77	\$0.00	\$54.71
8	90	\$36.10	\$7.85	\$15.44	\$0.00	\$59.39

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.51	\$7.85	\$0.00	\$0.00	\$28.36
2	55	\$22.56	\$7.85	\$3.66	\$0.00	\$34.07
3	60	\$24.61	\$7.85	\$3.99	\$0.00	\$36.45
4	65	\$26.66	\$7.85	\$4.32	\$0.00	\$38.83
5	70	\$28.71	\$7.85	\$14.11	\$0.00	\$50.67
6	75	\$30.76	\$7.85	\$14.44	\$0.00	\$53.05
7	80	\$32.81	\$7.85	\$14.77	\$0.00	\$55.43
8	90	\$36.91	\$7.85	\$15.44	\$0.00	\$60.20

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1
PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

08/01/2014	\$32.23	\$9.91	\$8.80	\$0.00	\$50.94
12/01/2014	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
06/01/2015	\$32.58	\$9.91	\$9.33	\$0.00	\$51.82
08/01/2015	\$32.58	\$10.41	\$9.33	\$0.00	\$52.32
12/01/2015	\$32.58	\$10.41	\$10.08	\$0.00	\$53.07
06/01/2016	\$33.08	\$10.41	\$10.08	\$0.00	\$53.57
08/01/2016	\$33.08	\$10.91	\$10.08	\$0.00	\$54.07
12/01/2016	\$33.08	\$10.91	\$10.89	\$0.00	\$54.88

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)
PILE DRIVER LOCAL 56 (ZONE 1)

08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

PILE DRIVER
PILE DRIVER LOCAL 56 (ZONE 1)

08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 1
Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.55	\$9.80	\$18.17	\$0.00	\$49.52
2	60	\$25.86	\$9.80	\$18.17	\$0.00	\$53.83
3	70	\$30.17	\$9.80	\$18.17	\$0.00	\$58.14
4	75	\$32.33	\$9.80	\$18.17	\$0.00	\$60.30
5	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
6	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
7	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76
8	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76

Notes:
Apprentice to Journeyworker Ratio:1:3
PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PIPEFITTER - Local 537
Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.48	\$9.20	\$7.50	\$0.00	\$36.18
2	45	\$21.91	\$9.20	\$16.64	\$0.00	\$47.75
3	60	\$29.21	\$9.20	\$16.64	\$0.00	\$55.05
4	70	\$34.08	\$9.20	\$16.64	\$0.00	\$59.92
5	80	\$38.95	\$9.20	\$16.64	\$0.00	\$64.79

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.88	\$9.20	\$7.50	\$0.00	\$36.58
2	45	\$22.36	\$9.20	\$16.64	\$0.00	\$48.20
3	60	\$29.81	\$9.20	\$16.64	\$0.00	\$55.65
4	70	\$34.78	\$9.20	\$16.64	\$0.00	\$60.62
5	80	\$39.75	\$9.20	\$16.64	\$0.00	\$65.59

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

PIPELAYER	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
PLUMBERS & GASFITTERS LOCAL 12	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.38	\$10.32	\$5.42	\$0.00	\$33.12
2	40	\$19.86	\$10.32	\$6.13	\$0.00	\$36.31
3	55	\$27.31	\$10.32	\$8.23	\$0.00	\$45.86
4	65	\$32.28	\$10.32	\$9.64	\$0.00	\$52.24
5	75	\$37.25	\$10.32	\$11.04	\$0.00	\$58.61

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.73	\$10.32	\$5.42	\$0.00	\$33.47
2	40	\$20.26	\$10.32	\$6.11	\$0.00	\$36.69
3	55	\$27.86	\$10.32	\$8.22	\$0.00	\$46.40
4	65	\$32.93	\$10.32	\$9.62	\$0.00	\$52.87
5	75	\$38.00	\$10.32	\$11.03	\$0.00	\$59.35

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$55.42 Step5 with lic\$61.79

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	09/01/2014	\$48.69	\$9.20	\$16.64	\$0.00	\$74.53
PIPEFITTERS LOCAL 537	03/01/2015	\$49.69	\$9.20	\$16.64	\$0.00	\$75.53
	09/01/2015	\$50.69	\$9.20	\$16.64	\$0.00	\$76.53
	03/01/2016	\$51.69	\$9.20	\$16.64	\$0.00	\$77.53
	09/01/2016	\$52.69	\$9.20	\$16.64	\$0.00	\$78.53
	03/01/2017	\$53.69	\$9.20	\$16.64	\$0.00	\$79.53
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER	06/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
LABORERS - ZONE 1	12/01/2014	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	06/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	12/01/2015	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	06/01/2016	\$38.10	\$7.30	\$12.70	\$0.00	\$58.10
	12/01/2016	\$39.10	\$7.30	\$12.70	\$0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$28.80	\$10.00	\$14.20	\$0.00	\$53.00
	12/01/2014	\$29.50	\$10.00	\$14.20	\$0.00	\$53.70
	06/01/2015	\$30.02	\$10.00	\$14.20	\$0.00	\$54.22
	12/01/2015	\$30.89	\$10.00	\$14.20	\$0.00	\$55.09
	06/01/2016	\$31.41	\$10.00	\$14.20	\$0.00	\$55.61
	12/01/2016	\$32.28	\$10.00	\$14.20	\$0.00	\$56.48
	06/01/2017	\$32.97	\$10.00	\$14.20	\$0.00	\$57.17
	12/01/2017	\$33.66	\$10.00	\$14.20	\$0.00	\$57.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25a</i>	07/01/2014	\$27.73	\$7.73	\$8.65	\$0.00	\$44.11
	05/01/2015	\$27.88	\$7.73	\$8.92	\$0.00	\$44.53
	07/01/2015	\$27.88	\$7.98	\$8.92	\$0.00	\$44.78
	05/01/2016	\$28.03	\$7.98	\$9.31	\$0.00	\$45.32
	07/01/2016	\$28.03	\$8.23	\$9.31	\$0.00	\$45.57
	05/01/2017	\$28.18	\$8.23	\$9.72	\$0.00	\$46.13
	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25a</i>	07/01/2014	\$30.99	\$7.73	\$8.65	\$0.00	\$47.37
	05/01/2015	\$31.14	\$7.73	\$8.92	\$0.00	\$47.79
	07/01/2015	\$31.14	\$7.98	\$8.92	\$0.00	\$48.04
	05/01/2016	\$31.29	\$7.98	\$9.31	\$0.00	\$48.58
	07/01/2016	\$31.29	\$8.23	\$9.31	\$0.00	\$48.83
	05/01/2017	\$31.44	\$8.23	\$9.72	\$0.00	\$49.39
	07/01/2017	\$31.44	\$8.48	\$9.72	\$0.00	\$49.64

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011	\$37.25	\$8.67	\$15.51	\$0.00	\$61.43
CARPENTERS -ZONE 1 (Residential Wood)						

RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$27.49	\$6.34	\$6.23	\$0.00	\$40.06
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** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. CARPENTERS -ZONE 1 (Residential Wood)

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

Apprentice - CARPENTER (Residential Wood Frame) - Zone 1

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.49	\$6.34	\$0.00	\$0.00	\$22.83
2	60	\$16.49	\$6.34	\$6.23	\$0.00	\$29.06
3	65	\$17.87	\$6.34	\$6.23	\$0.00	\$30.44
4	70	\$19.24	\$6.34	\$6.23	\$0.00	\$31.81
5	75	\$20.62	\$6.34	\$6.23	\$0.00	\$33.19
6	80	\$21.99	\$6.34	\$6.23	\$0.00	\$34.56
7	85	\$23.37	\$6.34	\$6.23	\$0.00	\$35.94
8	90	\$24.74	\$6.34	\$6.23	\$0.00	\$37.31

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
LABORERS - ZONE 1	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2014	\$39.21	\$10.50	\$11.60	\$0.00	\$61.31
	02/01/2015	\$40.11	\$10.50	\$11.60	\$0.00	\$62.21
	08/01/2015	\$41.01	\$10.50	\$11.60	\$0.00	\$63.11
	02/01/2016	\$41.91	\$10.50	\$11.60	\$0.00	\$64.01

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$10.50	\$3.38	\$0.00	\$33.49
2	60	\$23.53	\$10.50	\$11.60	\$0.00	\$45.63
3	65	\$25.49	\$10.50	\$11.60	\$0.00	\$47.59
4	75	\$29.41	\$10.50	\$11.60	\$0.00	\$51.51
5	85	\$33.33	\$10.50	\$11.60	\$0.00	\$55.43

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$10.50	\$3.38	\$0.00	\$33.94
2	60	\$24.07	\$10.50	\$11.60	\$0.00	\$46.17
3	65	\$26.07	\$10.50	\$11.60	\$0.00	\$48.17
4	75	\$30.08	\$10.50	\$11.60	\$0.00	\$52.18
5	85	\$34.09	\$10.50	\$11.60	\$0.00	\$56.19

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	08/01/2014	\$39.46	\$10.50	\$11.60	\$0.00	\$61.56
	02/01/2015	\$40.36	\$10.50	\$11.60	\$0.00	\$62.46
	08/01/2015	\$41.26	\$10.50	\$11.60	\$0.00	\$63.36
	02/01/2016	\$42.16	\$10.50	\$11.60	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	08/01/2014	\$42.79	\$9.82	\$20.54	\$2.19	\$75.34
<i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2015	\$43.69	\$9.82	\$20.54	\$2.19	\$76.24
	08/01/2015	\$44.69	\$9.82	\$20.54	\$2.19	\$77.24
	02/01/2016	\$45.69	\$9.82	\$20.54	\$2.19	\$78.24
	08/01/2016	\$46.84	\$9.82	\$20.54	\$2.19	\$79.39
	02/01/2017	\$47.94	\$9.82	\$20.54	\$2.19	\$80.49
	08/01/2017	\$49.04	\$9.82	\$20.54	\$2.19	\$81.59
	02/01/2018	\$50.19	\$9.82	\$20.54	\$2.19	\$82.74

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
2	40	\$17.12	\$9.82	\$4.58	\$0.00	\$31.52
3	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
4	45	\$19.26	\$9.82	\$9.09	\$1.15	\$39.32
5	50	\$21.40	\$9.82	\$9.91	\$1.23	\$42.36
6	50	\$21.40	\$9.82	\$10.16	\$1.24	\$42.62
7	60	\$25.67	\$9.82	\$11.55	\$1.41	\$48.45
8	65	\$27.81	\$9.82	\$12.38	\$1.50	\$51.51
9	75	\$32.09	\$9.82	\$14.02	\$1.68	\$57.61
10	85	\$36.37	\$9.82	\$15.16	\$1.84	\$63.19

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
2	40	\$17.48	\$9.82	\$4.58	\$0.00	\$31.88
3	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
4	45	\$19.66	\$9.82	\$9.09	\$1.16	\$39.73
5	50	\$21.85	\$9.82	\$9.91	\$1.25	\$42.83
6	50	\$21.85	\$9.82	\$10.16	\$1.25	\$43.08
7	60	\$26.21	\$9.82	\$11.55	\$1.43	\$49.01
8	65	\$28.40	\$9.82	\$12.38	\$1.52	\$52.12
9	75	\$32.77	\$9.82	\$14.02	\$1.70	\$58.31
10	85	\$37.14	\$9.82	\$15.16	\$1.86	\$63.98

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
<i>PAINTERS LOCAL 35 - ZONE 1</i>						

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - SIGN ERECTOR - Local 35 Zone 1
Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1
SPECIALIZED EARTH MOVING EQUIP < 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

08/01/2014	\$32.69	\$9.91	\$8.80	\$0.00	\$51.40
12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34

SPECIALIZED EARTH MOVING EQUIP > 35 TONS
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A

08/01/2014	\$32.98	\$9.91	\$8.80	\$0.00	\$51.69
12/01/2014	\$32.98	\$9.91	\$9.33	\$0.00	\$52.22
06/01/2015	\$33.33	\$9.91	\$9.33	\$0.00	\$52.57
08/01/2015	\$33.33	\$10.41	\$9.33	\$0.00	\$53.07
12/01/2015	\$33.33	\$10.41	\$10.08	\$0.00	\$53.82
06/01/2016	\$33.83	\$10.41	\$10.08	\$0.00	\$54.32
08/01/2016	\$33.83	\$10.91	\$10.08	\$0.00	\$54.82
12/01/2016	\$33.83	\$10.91	\$10.89	\$0.00	\$55.63

SPRINKLER FITTER
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1

10/01/2014	\$53.73	\$8.42	\$14.60	\$0.00	\$76.75
01/01/2015	\$53.73	\$8.42	\$14.75	\$0.00	\$76.90
03/01/2015	\$54.73	\$8.42	\$14.75	\$0.00	\$77.90
10/01/2015	\$55.88	\$8.42	\$14.75	\$0.00	\$79.05
01/01/2016	\$55.88	\$8.67	\$14.90	\$0.00	\$79.45
03/01/2016	\$56.88	\$8.67	\$14.90	\$0.00	\$80.45
10/01/2016	\$58.03	\$8.67	\$14.90	\$0.00	\$81.60
03/01/2017	\$59.03	\$8.67	\$14.90	\$0.00	\$82.60

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**Effective Date -** 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.81	\$8.42	\$8.25	\$0.00	\$35.48
2	40	\$21.49	\$8.42	\$8.25	\$0.00	\$38.16
3	45	\$24.18	\$8.42	\$8.25	\$0.00	\$40.85
4	50	\$26.87	\$8.42	\$8.25	\$0.00	\$43.54
5	55	\$29.55	\$8.42	\$8.25	\$0.00	\$46.22
6	60	\$32.24	\$8.42	\$8.25	\$0.00	\$48.91
7	65	\$34.92	\$8.42	\$8.25	\$0.00	\$51.59
8	70	\$37.61	\$8.42	\$8.25	\$0.00	\$54.28
9	75	\$40.30	\$8.42	\$8.25	\$0.00	\$56.97
10	80	\$42.98	\$8.42	\$8.25	\$0.00	\$59.65

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.81	\$8.42	\$8.40	\$0.00	\$35.63
2	40	\$21.49	\$8.42	\$8.40	\$0.00	\$38.31
3	45	\$24.18	\$8.42	\$8.40	\$0.00	\$41.00
4	50	\$26.87	\$8.42	\$8.40	\$0.00	\$43.69
5	55	\$29.55	\$8.42	\$8.40	\$0.00	\$46.37
6	60	\$32.24	\$8.42	\$8.40	\$0.00	\$49.06
7	65	\$34.92	\$8.42	\$8.40	\$0.00	\$51.74
8	70	\$37.61	\$8.42	\$8.40	\$0.00	\$54.43
9	75	\$40.30	\$8.42	\$8.40	\$0.00	\$57.12
10	80	\$42.98	\$8.42	\$8.40	\$0.00	\$59.80

Notes: Apprentice entered prior 9/30/10;
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR
OPERATING ENGINEERS LOCAL 4

06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2014	\$33.59	\$13.00	\$13.36	\$0.00	\$59.95
	03/01/2015	\$33.88	\$13.00	\$13.70	\$0.00	\$60.58
	09/01/2015	\$34.60	\$13.00	\$13.72	\$0.00	\$61.32
	03/01/2016	\$35.31	\$13.00	\$13.74	\$0.00	\$62.05

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
2	40	\$13.44	\$13.00	\$0.40	\$0.00	\$26.84
3	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
4	45	\$15.12	\$13.00	\$10.57	\$0.00	\$38.69
5	50	\$16.80	\$13.00	\$10.83	\$0.00	\$40.63
6	55	\$18.47	\$13.00	\$11.08	\$0.00	\$42.55
7	60	\$20.15	\$13.00	\$11.33	\$0.00	\$44.48
8	65	\$21.83	\$13.00	\$11.59	\$0.00	\$46.42
9	70	\$23.51	\$13.00	\$11.85	\$0.00	\$48.36
10	75	\$25.19	\$13.00	\$12.10	\$0.00	\$50.29

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
2	40	\$13.55	\$13.00	\$0.41	\$0.00	\$26.96
3	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
4	45	\$15.25	\$13.00	\$10.87	\$0.00	\$39.12
5	50	\$16.94	\$13.00	\$11.13	\$0.00	\$41.07
6	55	\$18.63	\$13.00	\$11.38	\$0.00	\$43.01
7	60	\$20.33	\$13.00	\$11.64	\$0.00	\$44.97
8	65	\$22.02	\$13.00	\$11.89	\$0.00	\$46.91
9	70	\$23.72	\$13.00	\$12.15	\$0.00	\$48.87
10	75	\$25.41	\$13.00	\$12.41	\$0.00	\$50.82

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2014	\$47.90	\$10.18	\$18.22	\$0.00	\$76.30
	02/01/2015	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	08/01/2015	\$49.36	\$10.18	\$18.29	\$0.00	\$77.83
	02/01/2016	\$49.93	\$10.18	\$18.29	\$0.00	\$78.40
	08/01/2016	\$50.83	\$10.18	\$18.37	\$0.00	\$79.38
	02/01/2017	\$51.40	\$10.18	\$18.37	\$0.00	\$79.95

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.22	\$0.00	\$52.35
2	60	\$28.74	\$10.18	\$18.22	\$0.00	\$57.14
3	70	\$33.53	\$10.18	\$18.22	\$0.00	\$61.93
4	80	\$38.32	\$10.18	\$18.22	\$0.00	\$66.72
5	90	\$43.11	\$10.18	\$18.22	\$0.00	\$71.51

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$10.18	\$18.22	\$0.00	\$52.63
2	60	\$29.08	\$10.18	\$18.22	\$0.00	\$57.48
3	70	\$33.92	\$10.18	\$18.22	\$0.00	\$62.32
4	80	\$38.77	\$10.18	\$18.22	\$0.00	\$67.17
5	90	\$43.61	\$10.18	\$18.22	\$0.00	\$72.01

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$35.45	\$7.30	\$12.90	\$0.00	\$55.65
	12/01/2014	\$36.20	\$7.30	\$12.90	\$0.00	\$56.40
	06/01/2015	\$36.95	\$7.30	\$12.90	\$0.00	\$57.15
	12/01/2015	\$37.70	\$7.30	\$12.90	\$0.00	\$57.90
	06/01/2016	\$38.45	\$7.30	\$12.90	\$0.00	\$58.65
	12/01/2016	\$39.45	\$7.30	\$12.90	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.17	\$7.30	\$12.90	\$0.00	\$54.37
	12/01/2014	\$34.92	\$7.30	\$12.90	\$0.00	\$55.12
	06/01/2015	\$35.67	\$7.30	\$12.90	\$0.00	\$55.87
	12/01/2015	\$36.42	\$7.30	\$12.90	\$0.00	\$56.62
	06/01/2016	\$37.17	\$7.30	\$12.90	\$0.00	\$57.37
	12/01/2016	\$38.17	\$7.30	\$12.90	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2014	\$34.05	\$7.30	\$12.90	\$0.00	\$54.25
	12/01/2014	\$34.80	\$7.30	\$12.90	\$0.00	\$55.00
	06/01/2015	\$35.55	\$7.30	\$12.90	\$0.00	\$55.75
	12/01/2015	\$36.30	\$7.30	\$12.90	\$0.00	\$56.50
	06/01/2016	\$37.05	\$7.30	\$12.90	\$0.00	\$57.25
	12/01/2016	\$38.05	\$7.30	\$12.90	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.10	\$10.00	\$14.20	\$0.00	\$65.30
	12/01/2014	\$42.09	\$10.00	\$14.20	\$0.00	\$66.29
	06/01/2015	\$42.83	\$10.00	\$14.20	\$0.00	\$67.03
	12/01/2015	\$44.07	\$10.00	\$14.20	\$0.00	\$68.27
	06/01/2016	\$44.82	\$10.00	\$14.20	\$0.00	\$69.02
	12/01/2016	\$46.05	\$10.00	\$14.20	\$0.00	\$70.25
	06/01/2017	\$47.04	\$10.00	\$14.20	\$0.00	\$71.24
	12/01/2017	\$48.03	\$10.00	\$14.20	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$33.27	\$9.91	\$8.80	\$0.00	\$51.98
	12/01/2014	\$33.27	\$9.91	\$9.33	\$0.00	\$52.51
	06/01/2015	\$33.62	\$9.91	\$9.33	\$0.00	\$52.86
	08/01/2015	\$33.62	\$10.41	\$9.33	\$0.00	\$53.36
	12/01/2015	\$33.62	\$10.41	\$10.08	\$0.00	\$54.11
	06/01/2016	\$34.12	\$10.41	\$10.08	\$0.00	\$54.61
	08/01/2016	\$34.12	\$10.91	\$10.08	\$0.00	\$55.11
	12/01/2016	\$34.12	\$10.91	\$10.89	\$0.00	\$55.92
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$46.33	\$7.30	\$13.30	\$0.00	\$66.93
	12/01/2014	\$47.08	\$7.30	\$13.30	\$0.00	\$67.68
	06/01/2015	\$47.83	\$7.30	\$13.30	\$0.00	\$68.43
	12/01/2015	\$48.58	\$7.30	\$13.30	\$0.00	\$69.18
	06/01/2016	\$49.33	\$7.30	\$13.30	\$0.00	\$69.93
	12/01/2016	\$50.33	\$7.30	\$13.30	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2014	\$48.33	\$7.30	\$13.30	\$0.00	\$68.93
	12/01/2014	\$49.08	\$7.30	\$13.30	\$0.00	\$69.68
	06/01/2015	\$49.83	\$7.30	\$13.30	\$0.00	\$70.43
	12/01/2015	\$50.58	\$7.30	\$13.30	\$0.00	\$71.18
	06/01/2016	\$51.33	\$7.30	\$13.30	\$0.00	\$71.93
	12/01/2016	\$52.33	\$7.30	\$13.30	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$38.40	\$7.30	\$13.30	\$0.00	\$59.00
	12/01/2014	\$39.15	\$7.30	\$13.30	\$0.00	\$59.75
	06/01/2015	\$39.90	\$7.30	\$13.30	\$0.00	\$60.50
	12/01/2015	\$40.65	\$7.30	\$13.30	\$0.00	\$61.25
	06/01/2016	\$41.40	\$7.30	\$13.30	\$0.00	\$62.00
	12/01/2016	\$42.40	\$7.30	\$13.30	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2014	\$40.40	\$7.30	\$13.30	\$0.00	\$61.00
	12/01/2014	\$41.15	\$7.30	\$13.30	\$0.00	\$61.75
	06/01/2015	\$41.90	\$7.30	\$13.30	\$0.00	\$62.50
	12/01/2015	\$42.65	\$7.30	\$13.30	\$0.00	\$63.25
	06/01/2016	\$43.40	\$7.30	\$13.30	\$0.00	\$64.00
	12/01/2016	\$44.40	\$7.30	\$13.30	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2014	\$32.69	\$9.91	\$8.80	\$0.00	\$51.40
	12/01/2014	\$32.69	\$9.91	\$9.33	\$0.00	\$51.93
	06/01/2015	\$33.04	\$9.91	\$9.33	\$0.00	\$52.28
	08/01/2015	\$33.04	\$10.41	\$9.33	\$0.00	\$52.78
	12/01/2015	\$33.04	\$10.41	\$10.08	\$0.00	\$53.53
	06/01/2016	\$33.54	\$10.41	\$10.08	\$0.00	\$54.03
	08/01/2016	\$33.54	\$10.91	\$10.08	\$0.00	\$54.53
	12/01/2016	\$33.54	\$10.91	\$10.89	\$0.00	\$55.34
WAGON DRILL OPERATOR <i>LABORERS - ZONE I</i>	06/01/2014	\$34.35	\$7.30	\$12.70	\$0.00	\$54.35
	12/01/2014	\$35.10	\$7.30	\$12.70	\$0.00	\$55.10
	06/01/2015	\$35.85	\$7.30	\$12.70	\$0.00	\$55.85
	12/01/2015	\$36.60	\$7.30	\$12.70	\$0.00	\$56.60
	06/01/2016	\$37.35	\$7.30	\$12.70	\$0.00	\$57.35
	12/01/2016	\$38.35	\$7.30	\$12.70	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2014	\$41.49	\$10.00	\$14.20	\$0.00	\$65.69
	12/01/2014	\$42.49	\$10.00	\$14.20	\$0.00	\$66.69
	06/01/2015	\$43.24	\$10.00	\$14.20	\$0.00	\$67.44
	12/01/2015	\$44.49	\$10.00	\$14.20	\$0.00	\$68.69
	06/01/2016	\$45.24	\$10.00	\$14.20	\$0.00	\$69.44
	12/01/2016	\$46.49	\$10.00	\$14.20	\$0.00	\$70.69
	06/01/2017	\$47.49	\$10.00	\$14.20	\$0.00	\$71.69
	12/01/2017	\$48.49	\$10.00	\$14.20	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2014	\$49.66	\$10.32	\$14.54	\$0.00	\$74.52
	03/01/2015	\$50.66	\$10.32	\$14.54	\$0.00	\$75.52
	09/01/2015	\$51.66	\$10.32	\$14.54	\$0.00	\$76.52
	03/01/2016	\$52.81	\$10.32	\$14.54	\$0.00	\$77.67
	09/01/2016	\$53.86	\$10.32	\$14.54	\$0.00	\$78.72
	03/01/2017	\$54.86	\$10.32	\$14.54	\$0.00	\$79.72
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.66	\$8.70	\$4.24	\$0.00	\$38.60
2	65	\$27.80	\$8.70	\$4.71	\$0.00	\$41.21
3	70	\$29.94	\$8.70	\$5.43	\$0.00	\$44.07
4	75	\$32.08	\$8.70	\$6.16	\$0.00	\$46.94
5	80	\$34.22	\$8.70	\$6.88	\$0.00	\$49.80
6	85	\$36.35	\$8.70	\$7.62	\$0.00	\$52.67
7	90	\$38.49	\$8.70	\$8.83	\$0.00	\$56.02

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

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security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2014** is **\$12.05** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

CITY OF SOMERVILLE
ORDINANCE NO. 2008-08
IN THE BOARD OF ALDERMEN: June 12, 2008

Be it ordained by the Board of Aldermen, in session assembled, that the Code of Ordinances of the City of Somerville, is hereby amended by adding a new Section 2-355 as follows:

Sec. 2-355. Responsible Employer Ordinance.

(a) The Board of Aldermen hereby finds and determines that the failure of certain construction firms awarded contracts funded by the City to include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning health insurance coverage and state-certified apprenticeship programs, is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

(b) Every contract awarded by the City under G. L. c. 149, § 44A (2) where the amount of the contract is more than one-hundred thousand dollars, and any subcontract awarded in connection with any such general contract where the amount of such subcontract is more than twenty-five thousand dollars, shall be deemed to incorporate by reference the provisions of sub-parts (1) through (5) of this subsection together with the provisions of subsections (c), (d) and (e) of this section.

1. The bidder and all subcontractors under the bidder shall comply with the requirements of G. L. c. 149 concerning the payment of prevailing wage rates to their employees;
2. The bidder and all subcontractors under the bidder must maintain and participate in a bona fide apprentice training program as defined by G. L. c. 23, §§ 11H & 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the division of apprentice training of the department of labor and workforce development of the Commonwealth and must abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;
3. The bidder and all subcontractors under the bidder must offer, at its expense, hospitalization and medical benefits for all individuals employed on the project or coverage which is comparable to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by G. L. c. 149, § 26, in establishing minimum wage rates. All such plans shall meet or exceed state requirements for such plans.
4. The bidder and all subcontractors under the bidder must maintain appropriate industrial accident insurance coverage in accordance with G. L. c. 152 for all individuals employed on the project;
5. The bidder and all subcontractors under the bidder must properly classify individuals employed on the project as employees rather than independent contractors and comply with all laws concerning workers' compensation insurance coverage, unemployment taxes, social security taxes and income taxes as respects all such employees.

(c) All bidders and all subcontractors under such bidders who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such bidder or subcontractor under the

bidder shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

(d) Any bidder or subcontractor under the bidder who fails to comply with any of the obligations described in sub-parts (1) through (5) of subsection (b) of this section for any period of time, or fails to comply with the weekly certification obligations described in subsection (c) of this subsection shall be subject to any or all of the following sanctions:

1. temporary suspension of work on the project until compliance is obtained; or,
2. withholding by the City of payment due under the contract until compliance is obtained; or,
3. permanent removal from any further work on the project; or,
4. recovery by the city from the general contractor of 1/10 of 1% of the general contract or \$ 1,000.00, whichever sum is greater, in the nature of liquidated damages assessed for each week that the general contractor is in non-compliance or, if a subcontractor is in non-compliance, the recovery by the city from the general contractor as a back charge against the subcontractor of 1/10 of 1% of the subcontract price, or \$ 400.00, whichever sum is greater, in the nature of liquidated damages assessed for each week that the subcontractor is in non-compliance.

(e) In addition to these sanctions a general bidder or contractor shall be equally liable for any violation of the obligations described in sub-parts (1) through (5) of subsection (b) of this section committed by any of its subcontractors or sub bidders, excepting only those violations which arise from work performed by subcontractors with subcontracts governed by G. L. c. 149, § 44F. Any contractor or subcontractor who has been determined to have violated any of the provisions of subsections (b) or (c) of this section shall be barred from performing any work on any future contracts awarded by the City for six months for the first violation, three years for the second violation, and permanently for a third violation.

(f) The provisions of this section shall not apply to construction projects for which the low general bid was less than one-hundred thousand dollars, or to work performed pursuant to subcontracts governed by G. L. 149, § 44F where the bid for such subcontract was less than twenty-five thousand dollars.

Receipt Acknowledged _____ day of _____, _____.

Name of Vendor

By: _____
Name

Its: _____
Title

Signature

CITY OF SOMERVILLE
Responsible Employer Ordinance

WEEKLY COMPLIANCE FORM

In accordance with the Code of Ordinances of the City of Somerville, Section 2-355, all general contractors and all subcontractors under such general contractors who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such general contractor or subcontractor under the general contractor where the amount of such subcontract is more than \$25,000.00, shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

STATEMENT OF COMPLIANCE

Date _____

Period _____

I, _____, _____
(Print Name) (Title)

Do hereby state that _____ is in compliance with all
(Contractor or Subcontractor)

requirements of the City of Somerville's Responsible Employer Ordinance, City Ordinance Section 2-355, for the duration of all work performed on the

_____ by this general contractor or
(Building or Project)

subcontractor.

(Signature)
Signed under the pains and penalties of perjury

Appendix B

Form for General Bid

**FORM FOR GENERAL BID
FOR CONSTRUCTION CONTRACT**

To the Awarding Authority

A. The undersigned proposes to furnish all labor and materials required for:

(project)

(city or town)

in accordance with the accompanying plans and specifications prepared by

(name of Architect)

specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. This proposed contract price is _____

(total bid in words)

\$ _____
(total bid in figures)

D. If there is attached a "Bid Form for Alternates", the Bidder shall fill in prices for each alternate. All blank spaces must be filled in. The omission of any item will result in the rejection of a bid. The price of each alternate shall include its pro rata share of overhead and profit;

E. The Undersigned Bidder agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

F. The Undersigned Bidder hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Project and that it will comply fully with all laws and regulations applicable to this Award, including applicable provisions if MGL Chapter 149, ss.44A - J and MGL Chapter 30, ss. 39M et seq.

G. The Undersigned Bidder further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the work "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

H. The Undersigned Bidder agrees to comply with federal and state equal opportunity and labor requirements, including payment of prevailing wages.

I. The Undersigned Bidder certifies that it is a (Sole Proprietorship, General Partnership, Limited Partnership, Corporation, Trust, Joint Venture) _____, that the Federal Employer Identification Number (EIN) of the Bidder is # _____, and that it is in compliance with all federal, state, and local laws regarding taxation, and that:

1) if a Sole Proprietorship, it conducts business under the name _____, and that a D/B/A Certificate has been filed with the Clerk of the City of Somerville, and that the residential address of the sole proprietor is _____, and that the Bidder has been conducting business under that name for _____ years.

2) if a General Partnership, then name of the General Partnership is _____, the General partnership has been doing business under that name for _____ years, and the names and residential addresses of the General Partners are _____

3) if a Limited Partnership, the name of the Limited partnership is _____, the Limited Partnership has been doing business under that name for _____ years, the names and residential addresses of the General Partners of the Limited Partnership are _____

_____ and, a Certificate of Limited Partnership (obtainable from the Secretary of the Commonwealth) is submitted with this Form for Bid.

4) If a Corporation, the Bidder is incorporated in the State of _____, the name of the Corporation is _____ The Corporation has been doing business under that name for _____ years, the names and residential addresses of its officers are:

President: _____,

Treasurer: _____,

Clerk: _____,

and a current Certificate of Legal Existence, (obtainable from the Secretary of the Commonwealth for Massachusetts corporations and non-Massachusetts corporations which are properly registered as foreign corporations doing business in the Commonwealth), is submitted with this Form for Bid.

5) if a Joint Venture, the name of the Joint Venture is _____

the Joint Venture has been operating under that name for _____years, the names and business addresses of the Joint Venturers are:

the above-requested information regarding individual business entities is furnished for each joint venturer as follows

and that a copy of the joint venture agreement is furnished with this Form for Bid.

- J. The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years, except _____, in which case the reasons for rejection were as follows:

- K. The Undersigned Bidder certifies that the following three projects were completed during the previous six years and may be contacted by the Awarding Authority as references:

<u>Name of Town & Project</u>	<u>\$Amount</u>	<u>Name and Tel. No. of Contact</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- L. The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.

- M. An itemized Schedule of Values is attached with this Form for Bid.

Executed this _____ day of _____ 2009.

On behalf of _____
(Undersigned Bidder Name)

(Business Address) and (Telephone)

By: _____
(Name and Address of Person Signing Bid)

(Title of Person Signing bid)

Appendix C

Required Forms



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be on or after Date Officer Signed Contract/Bonds)



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

_____,
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (**check one**) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 11/14/2014



OSHA GENERAL CONTRACTOR CERTIFICATION FORM

**Pursuant to Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects**

GENERAL CONTRACTOR'S CERTIFICATION – BID FORM

I, the undersigned, hereby certify under penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall:

(1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitting Bid)
Duly Authorized

Name of Business or Entity: _____

Date: _____

RETURN THIS FORM WITH YOUR BID



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Appendix D

Sample Contract

SAMPLE CONTRACT

CONTRACT NUMBER

A-
PURCHASE ORDER # AND AMOUNT

BID NUMBER

Department of Capital Projects and
Planning
ISSUING DEPARTMENT

XXXXXX xx, 20XX – YYYYYY yy, 20XX
CONTRACT PERIOD

CITY OF SOMERVILLE

PUBLIC CONSTRUCTION CONTRACT

CONTRACTOR: Vendor
Address
Townname, MA, Zip Code

FOR: ENGINE 7 – RENOVATION AND REPAIRS TO MASONRY
WALL

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

CITY OF SOMERVILLE
OWNER-CONTRACTOR PUBLIC CONSTRUCTION AGREEMENT

AGREEMENT made this _____ day of _____, 2014, by and between the City of Somerville, a Massachusetts municipal corporation, acting by and through its Purchasing Department, with a usual address of 93 Highland Ave., Somerville, MA 02143 ("City", "Owner" or "Awarding Authority") and the following General Contractor ("Contractor" or "General Contractor"):

GENERAL CONTRACTOR:

Name:

Address:

Telephone:

Fax:

E-Mail:

PROJECT: Engine 7 – Renovation and Repairs to Masonry Wall

PROJECT MANAGER:

Name: Ed Nuzzo, Project Manager, Capital Projects & Planning

Skip Bandini, Director, Capital Projects & Planning

Address: One Franey Road, Somerville, MA 02145

Telephone: (617) 625 - 6660

E-Mail: enuzzo@somervillema.gov
sbandini@somervillema.gov

DESIGN PROFESSIONAL:

Richard A. Campbell

Weston & Sampson

100 Foxborough Blvd., S. 250

Foxborough, MA 02035

Phone: (978) 977-0110 ext. 7402

Mobile: (508) 838-8337

Profession: Architect [☐] Landscape Architect [☐] Engineer [☐]

THIS CONTRACT IS A:

_____ Public Works Contract estimated to cost more than \$10,000 subject to the bidding requirements of G.L. c. 30, § 39M

_____ Public Building Contract estimated to cost under \$10,000, subject to the price quote requirements of G.L. c. 149 §44A (2)(A)

- ☐ Public Building Contract estimated to cost more than \$10,000 but less than \$25,000, subject to the written response requirements of G.L. c. 149, §44A(2)(B) of the General Laws
- ☐ Public Building Contract estimated to cost more than \$25,000 but less than \$100,000, subject to the bidding requirements of G.L. c. 149, §44A(2)(C) and G.L. c. 30, § 39M
- ☐ Public Building Contract estimated to cost more than \$100,000, subject to the bidding requirements of G.L. c. 149, §44A(D).

Section 1: CONTRACT DOCUMENTS/APPENDICES

The Contract Documents consist of this Agreement; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the Contractor's Bid and all accompanying documents; and the Design Professional's written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the Design Professional in preparing the Contract Documents are not Contract Documents.

The following Appendices are hereby attached or incorporated by reference as part of this Agreement.

- ☒ Certificate of Authority
 - ☐ * Appendix A - Scope of Services - Misc. Bid Documents: includes a brief description of the Project, the Plans and Technical Specifications (Plans on File) and Addenda issued during the bid process
 - ☒ Appendix B - Contractor's Bid Price; Form for General Bid
 - ☒ ** Appendix C - General Conditions
 - ☒ ** Appendix D - Insurance Requirements with Contractor's Insurance Certificate(s)
 - ☒ Appendix E - Wage Rates; Living Wage
 - ☒ Appendix F - Certificate of Good Standing (for corporations)
 - ☒ Appendix G - Procurement Documentation (includes Advertisement; Notice to Bidders)
 - ☒ Appendix H - Statement of Management (over \$100,000)
 - ☒ Appendix I - Performance Bond and Payment Bond, if contract is over \$2,000
-

- X = Attached
* = Included in the Project Manual and incorporated herein by reference
** = Attached and also duplicated in the Project Manual

Section 2: THE CONTRACTOR'S WORK

The Contractor's "Work" refers to the services and the entire completed construction or the various separately identifiable parts thereof required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

Section 3: PROJECT DATES

(a) Commencement: The Date of Commencement shall be stipulated by a written Notice to Proceed given by the City to the Vendor.

(b) Completion Dates:

Substantial Completion: The Contractor shall achieve Substantial Completion of the Work on or before _____, time being of the essence. Substantial Completion means that the Work has been completed and the Site or the facility is opened for full and intended public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The Design Professional shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the Design Professional's decision shall be final.

The Date of Final Completion shall be:

(c) Damages for Delay. The Vendor and the Vendor's surety shall be liable for and shall pay the City the sum of \$100.00 per calendar day, as liquidated damages, for each calendar day of delay until the work is substantially completed or, in the case of the portion of the work, for each calendar day of delay until the portion of the work is substantially completed. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that substantially all of the work has been completed and opened to public use, except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work.

(d) Suspension of the Work/Excusable Delays. If the City is required to suspend the work as a result of a request from the Office of the Attorney General in connection with a bid protest or an injunction, the Vendor shall not have a claim for damages, but the City shall extend the date of substantial completion for a period of time commensurate with the period of the suspension, and the liquidated damages clause shall not take effect until the extended date of substantial completion. If any of the following occurrences causes a delay in the work, the Vendor shall immediately notify THE CITY'S PROJECT MANAGER FOR THIS PROJECT in writing. If, upon investigation, the City finds that the delay is excusable, the City shall extend the date of substantial completion for a period of time commensurate with the period of the excusable delay, and the liquidated damages clause shall not take effect until the extended date of substantial completion:

(1) any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) delays which are caused by the City and which are not occasioned by the Vendor's failure to supply THE CITY'S PROJECT MANAGER FOR THIS PROJECT or its design professional with progress schedules, documents, samples, and the like, in a timely manner;

(3) causes not reasonably foreseeable by the parties to this Contract, which are beyond the reasonable control of the Vendor, such as blizzards, floods, hurricanes, tornadoes, and strikes;

(4) any delay of any subVendor resulting from paragraphs (1), (2), or (3);

Section 4. CONTRACT SUM AND LIQUIDATED DAMAGES

(1) The contract sum shall be \$contract amount. The contract sum may be increased or decreased by change order, as quantities which have been estimated in the bid documents become known, or as other additions or deletions to the work are made, or if the work is interrupted or suspended by the City, all as set forth herein.

(2) Liquidated Damages: The Contractor and the City agree to a Liquidated Damages sum of \$500.00 per calendar day for failure to meet the deadlines set forth in Sections 3(c), or (d).

Section 5. CHANGES IN THE CONTRACT

(2) Suspension, Delay, or Interruption due to order of Awarding Authority.

(1) The Awarding Authority may order the General Vendor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the Awarding Authority; provided, however, that if there is a suspension, delay, or interruption for fifteen days or more or due to a failure of the Awarding Authority to act within the time specified in this contract, the Awarding Authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the General Vendor on such increase; and provided further, that the Awarding Authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption, or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(2) The General Vendor must submit the amount of a claim under provision (1) to the Awarding Authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the Awarding Authority shall not approve any costs in the claim incurred more than twenty days before the General Vendor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

(3) A subVendor shall have the same rights against the General Vendor for payment for an increase in the cost of its performance as provisions (1) and (2) give the General Vendor against the Awarding Authority, but nothing in provisions (1) and (2) shall in any way change, modify or alter any other rights which the General Vendor or the subVendor may have against each other.

(b) Change Orders. No willful and substantial deviation from the plans and specifications shall be made unless authorized in writing by the Awarding Authority or by the Design Professional in charge of the work who is duly authorized by the Awarding Authority to approve such deviations. In order to avoid delays in the prosecution of the work required by the contract, such deviation from the plans and specifications may be authorized by a written order of the Awarding Authority or Design Professional so authorized, to be confirmed at a later time by a written Change Order, signed under penalties of perjury, using AIA Document G701 (or its equivalent). The Change Order shall include the following: (1) if such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor; (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is of the same cost and quality, or that an equitable adjustment [increase or decrease as the case may be] has been agreed upon between the Contracting Agency and the General Vendor and the amount in dollars of such adjustment; and (4) that the deviation is in the best interest of the Contracting Authority. The Change Order shall also indicate whether or not the date of substantial completion has been extended. The equitable adjustment in price shall be determined by the unit prices, if any, in the General Vendor's bid; otherwise, it shall be a number which is agreed to by both parties as a fair adjustment and which can be itemized and substantiated to the reasonable satisfaction of the Contracting Authority. Where increases and decreases to the Contract Sum are included in one Change Order, the negotiated allowance for overhead and profit shall be calculated on the basis of the net increase, if any.

(c) Differing Subsurface or Latent Physical Conditions. In accordance with Chapter 30, section 39N of the General Laws, if, during the progress of the work, the Vendor or the Awarding Authority discovers that the actual physical subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents, either the Vendor or the Contracting [Awarding] Authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Vendor, or upon its own initiative, the Contracting Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the Contracting Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Section 6. PAYMENTS TO THE VENDOR

(a) Progress Payments. The Vendor may submit requests for progress payments (hereafter, "Periodic Estimates") for work completed during the preceding month and for materials not incorporated in the work, but delivered and suitably stored at the site (or some other location agreed upon in writing). The Vendor's progress schedule and schedule of values, as modified by agreement of the parties, may be used by the City as a basis for reviewing the Vendor's Periodic Estimates. In the case of contracts for construction, reconstruction, alteration, remodeling, repair, or demolition of a public building, where the amount is more than two thousand dollars, the Vendor's Periodic Estimate shall contain a separate item for each filed subtrade and sub-subtrade, and a column listing the amount paid to each subVendor and sub-subVendor as of the date the periodic estimate is filed, as required by Chapter 30, Section 39K, of the General Laws.

(1) Time for Payment. In the case of contracts for construction, reconstruction, alteration, remodeling, repair or demolition of a public building, where the amount is more than two thousand dollars, the City shall, in accordance with Chapter 30, Section 39K, of the General Laws, make payment within fifteen days of receipt of the Vendor's Periodic Estimate; provided however, that the City may, within seven days of receipt of an estimate which is not in the required form or which is arithmetically incorrect, return the incorrect estimate to the Vendor for correction, whereupon the date of receipt shall be the date of receipt of the corrected Periodic Estimate. For all other construction contracts, progress payments are governed by Chapter 30, Section 39G of the General Laws, and the City is required to make payment within thirty-five days of receipt of a Periodic Estimate.

(2) Retainage prior to Substantial Completion. In all construction contracts, the City may hold back a retainage of up to five percent of each progress payment to ensure satisfactory completion of the work. In addition, the City may withhold any amounts in dispute, including disputed change orders and direct payments owed to subVendors pursuant to Chapter 30, Section 39F of the General Laws.

(b) Payment upon Substantial Completion. In the case of contracts for construction, reconstruction, alteration, repair, remodeling, or demolition of a public building, where the amount is more than \$2,000, Chapter 30, Section 39K, of the General Laws governs payment upon substantial completion. For all other contracts, Chapter 30, Section 39F of the General Laws governs payment upon substantial completion.

(1) Definition of Substantial Completion. Substantial Completion shall mean either a) that the work, or portion of the work, has been completed, except for work having a contract price of less than one percent (1%) of the then adjusted total contract price; or b) that substantially all of the work has been completed and opened to public use, except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work.

(2) Certificate of Substantial Completion. The Vendor shall give written notice to the City when the Vendor is of the opinion that the work has been substantially completed. Within twenty-one days of receipt of such notice, provided there is no dispute as to whether the work has been substantially completed, a Certificate of Substantial Completion signed by the City's Design Professional, or a written Declaration of Substantial Completion signed by the Executive Director of Mayor's Office of Strategic Planning and Community Development (on AIA form # G701 or its equivalent) shall be given to the Vendor. The date of such Certificate or Declaration shall be the Effective Date of Substantial Completion, subject to the provisions of Chapter 30, Section 39J, of the General Laws. If the City does not agree that the work has been substantially completed, the City or the City's Design Professional shall, within the twenty-one day period, present the Vendor with a written, itemized list of incomplete or unsatisfactory work items sufficient to demonstrate that the work has not been substantially completed. If the City fails to respond within the twenty-one day period, the date of the Vendor's notification of substantial completion shall become the "Effective Date of Substantial Completion". Within fifteen days after the effective date of the City's declaration of substantial completion, the City shall send to the Vendor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items and, unless delayed by causes beyond his control, the Vendor shall complete all such work items within forty-five days after receipt of said list or before the date of substantial completion in the contract, whichever is later. If the Vendor fails to complete such work within such time, the City may send the Vendor a notice in writing by certified mail, return receipt requested, instructing the Vendor that if the work is not completed with seven days after receipt of the notice, the contract will be terminated and the City will complete the incomplete or unsatisfactory work items and charge the cost of the same to the Vendor and the Vendor's sureties.

(3) Retainage after Substantial Completion. Within sixty-five days after the Effective Date of Substantial Completion, the City shall pay the Vendor all but one percent retainage, minus: a) the amount of any disputed work item; and b) five (5) percent of the value of plant materials in the ground; and c) the City's estimated cost of completing all incomplete and unsatisfactory work items. The City shall also deduct an amount equal to the sum of all demands for direct payment filed by subVendors and not yet paid to subVendors or deposited in joint accounts pursuant to Chapter 30, Section 39F of the General Laws. The five (5) percent retainage of the value of all plant materials in the ground shall be withheld by the City until final acceptance of such plant materials at the end of the guarantee period.

(c) Final Payment. The City shall make final payment to the Vendor within thirty days of completion of the work and submission of all documentation required.

IF FORMS FOR WAGE CERTIFICATIONS AND OTHER DOCUMENTATION ARE
SUPPLIED BY THE CITY TO THE VENDOR, THE VENDOR SHALL SUBMIT
DOCUMENTATION ON SUCH FORMS.

(d) Interest. If the City fails to pay the Vendor within the time periods mandated by statute, the City shall pay interest to the Vendor in accordance with Chapter 30, Sections 39G and 39K, whichever is applicable.

Section 7. PAYMENT OF SUBVENDORS.

In accordance with Chapter 30, Section 39F of the General Laws, the subparagraphs a) through h) of this section shall be binding on contracts awarded pursuant to Chapter 30, Section 39M of the General Laws, and paragraphs a) through i) shall be binding on contracts awarded pursuant to Chapter 149, Section 44A of the General Laws:

(a) Immediately after the Vendor receives payment on account of a periodic estimate, the Vendor shall pay each subVendor the amount paid for labor performed and materials furnished by that subVendor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subVendor to the Vendor.

(b) Not later than the sixty-fifth day after each subVendor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subVendor; and the City shall pay that amount to the Vendor. The Vendor shall immediately pay to the subVendor the full amount received from the City less any amount specified in any court proceeding barring such payment and also less any amount claimed due from the subVendor by the Vendor.

(c) Each payment made by the City to the Vendor pursuant to subparagraphs a) and b) of this section for the labor performed and materials furnished by a subVendor shall be made to the Vendor for the account of that subVendor; and the City shall take reasonable steps to compel the Vendor to make each such payment to each such subVendor. If the City has received a demand for direct payment from a subVendor for any amount which has been included in a payment to the Vendor or which is to be included in a payment to the Vendor for payment to the subVendor as provided in subparagraphs a) and b), the City shall act upon the demand as provided in this section.

(2) If, within seventy days after the subVendor has substantially completed the subcontract work, the subVendor has not received from the Vendor the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Vendor, less any amount retained by the City as the estimated cost of completing the incomplete and unsatisfactory items of work, the

subVendor may demand direct payment of that balance from the City. The demand shall be by a sworn statement delivered to or sent by certified mail to the City, and a copy shall be delivered to or sent by certified mail to the Vendor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subVendor has substantially completed the subcontract work. Within ten days after the subVendor has delivered to or so mailed the demand to the City and delivered or so mailed a copy to the Vendor, the Vendor may reply to the demand. The reply shall be by sworn statement delivered to or sent by certified mail to the City and a copy shall be delivered to or sent by certified mail to the subVendor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Vendor and of the amount due for each claim made by the Vendor against the subVendor.

(e) Within fifteen days after receipt of the demand by the City, but in no event prior to the seventieth day after substantial completion of the subcontract work, the City shall make direct payment to the subVendor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Vendor, less any amount (1) retained by the City as the estimated cost of completing incomplete or unsatisfactory items of work, (2) specified in any court proceedings barring such payment, or (3) disputed by the Vendor in the sworn reply; provided, that the City shall not deduct from a direct payment any amount as provided in part (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The City shall make further direct payment to the subVendor immediately after the removal of any basis for deductions set forth in (1) or (2) above.

(f) The City shall promptly deposit disputed amounts in an interest-bearing, joint account in the names of the Vendor and the subVendor, in a bank in Massachusetts selected by the City or agreed upon by the Vendor and the subVendor, and shall notify the Vendor and the subVendor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Vendor and the subVendor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the Vendor at the time of receipt of a demand for direct payment from a subVendor and out of amounts which later become payable to the Vendor and in the order of receipt of such demands from the subVendors. All direct payments shall discharge the obligation of the City to the Vendor to the extent of such payment.

(h) The City shall deduct from payments to the Vendor amounts which, together with the above-mentioned bank deposits, are sufficient to satisfy all unpaid demands for direct payment received from subVendors. All such amounts shall be earmarked for direct payments to such subVendors, whose claims shall have priority over all other creditors of the Vendor.

(i) If the subVendor does not receive payment as provided in subparagraph (a), or if the Vendor does not submit a Periodic Estimate for the value of the labor or materials performed or furnished by the subVendor, and the subVendor does not receive payment for the same when due less the deductions provided for in subparagraph (a), the subVendor may demand direct payment by following the procedure in subparagraph (d) and the Vendor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subVendor performed or furnished the labor and materials for which the subVendor seeks payment shall be valid even if delivered

or mailed prior to the time payment was due on a Periodic Estimate from the Vendor. Thereafter, the City shall proceed as provided in subparagraph (e), (f) (g) and (h).

Section 8. PREVAILING WAGE REQUIREMENTS.

(2) The Vendor shall pay wages at no less than the wage rates set forth in Appendix G, incorporated as part of this Agreement: namely, State Prevailing Wage Rates; provided, however, that if any department of the City should make use of this Contract for a project which is federally funded, then the Vendor shall pay wages at the higher of the two rates. If a labor classification is not listed the Vendor shall notify THE CITY'S PROJECT MANAGER FOR THIS PROJECT and request instructions. In addition, the Vendor shall:

(1) pay wages at least once a week;

(2) submit payroll information on a weekly basis in a format approved by THE CITY'S PROJECT MANAGER FOR THIS PROJECT, numbered in numerical sequence and signed by the Vendor (including forms for weeks when the Vendor is not on the site, in which case there shall be a notation to the effect "no work this payroll period" and a date anticipated for resuming work);

(b) The Vendor shall submit to THE CITY'S PROJECT MANAGER FOR THIS PROJECT within the first week of construction:

(1) a list of apprenticeship programs with which the Vendor is affiliated;

(2) the number of apprentices on the Project employed by the Vendor.

(3) a list of the Vendor's employee fringe benefits;

(4) a copy of each project schedule, including the anticipated commencement date for each SubVendor; and

(5) a list of each SubVendor's suppliers and material men.

(c) The Vendor shall include language similar to the above in all subcontracts.

Section 9. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

a) the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status or because an employee or applicant is a recipient of federal, state, or local public assistance or housing subsidies; and

b) the Vendor shall not discriminate, in any stage of the contract from award to completion, in the selection or retention of subVendors, suppliers, and materialmen, or in the procurement of materials or supplies, or the rental of equipment, on the basis of race, religion, sex, marital status, sexual orientation, national origin, age, disability, Vietnam Era veteran status, or because an individual is a recipient of federal, state, or local public assistance or housing subsidies; and

c) the Vendor shall post an equal employment opportunity notice in conspicuous places at the worksite, shall make copies of such notice available to employees and job applicants, and shall send such

notice to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding; and

d) the Vendor shall, to the greatest extent feasible, give employment and on-site training opportunities, to lower-income, minority, women, and disabled members of the local community and shall award subcontracts, when possible, to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE).

e) the Vendor shall include language similar to the above in all subcontracts.

Section 10. COPELAND ANTI-KICKBACK ACT.

If this contract is in excess of \$2,000 and is federally funded, the Vendor shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 29 CFR Part 3) more fully set forth in Appendix G attached hereto, and shall not induce any person employed in the construction, completion, or repair of a public building or public work, to give up any part of the compensation to which he would otherwise be entitled.

Section 11. WORK HOURS AND SAFETY STANDARDS.

If this contract is in excess of \$2,000 and is federally funded, the Vendor shall comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Acts (40 U.S.C. 327-333), as supplemented by Department of Labor regulations at 29 CFR part 5. To that end, the Vendor shall compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The Vendor shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Section 12. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

If this contract is in excess of \$100,000 and is federally funded, the Vendor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

Section 13. VENDOR'S CERTIFICATIONS.

The Vendor hereby certifies under oath:

(a) That if this Contract is in excess of \$100,000 and is federally funded, the Vendor will abide by the Byrd Anti-Lobbying Amendment (31 U.S.C.1352), and more specifically:

(1) That no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal contract and the extension, continuation, renewal, amendment, or modification of this Federal contract; and

(2) That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the Vendor will complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

(3) That the Vendor will include the language of this certification in all subcontracts, and that all subVendors shall certify and disclose accordingly.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS THE AWARD OF THIS CONTRACT WAS MADE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH FAILURE.

(b) Drug-Free Workplace Act of 1988 (42 U.S.C. 701):

That, if this Contract is federally funded, the Vendor will provide a drug-free workplace and comply with the HUD rules contained in 24 CFR part 24M, including notification to employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited; that action will be taken against employees violating the prohibition; and that an employee who is convicted of manufacturing, distributing, dispensing, possession, or use of a controlled substance may be terminated or required to participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency.

(c) Debarment and Suspension: That the Vendor is a duly licensed general Vendor, and

(1) That neither the Vendor nor any of its principal employees are on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs [E.O. 12549 and E.O. 12689 at 24 CFR part 24, applicable to contracts exceeding the small purchase threshold of fixed by 41 U.S.C. 403 (11)]; and

(2) That the Vendor has not been debarred or suspended by any state agency or city or town in the Commonwealth of Massachusetts.

(d) Organization and Authority: That the Vendor is a duly organized and validly existing (corporation/general partnership/limited partnership, trust, or sole proprietorship) and is qualified to do business and is in good standing in the Commonwealth of Massachusetts; that this Contract has been duly executed and delivered on behalf of the Vendor by its _____ pursuant to and in full compliance with the authority granted by the Vendor's organizational documents and/or (in the case of a corporation) by a vote taken at duly called meeting at which a quorum was present and voting; that such authority is still in full force and effect as of the date of execution of this Contract; and that the person executing this Contract is the present holder of the title which he or she purports to hold.

(e) Noncollusion: That the bid upon which this Contract was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

(f) Tax Compliance: That the Vendor is in full compliance with all federal and state laws relating to income taxes, and has paid all real estate and personal property/excise taxes, water charges, fines and other municipal lien charges due to the City of Somerville, and the Vendor's Federal Tax Identification Number is # _____.

Section 14. VENDOR'S RECORDS.

(a) Federal Requirements: The Vendor shall permit the City, HUD and/or any other administering agency named herein, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, and records of the Vendor which are directly pertinent to a specific HUD program for the purpose of making audits, examinations, excerpts, and transcriptions.

(2) State Requirements: In accordance with G.L. Chapter 30, §39R, for contracts in an amount or estimated amount greater than \$100,000: (i) the General Vendor shall make and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Vendor; and (ii) until the expiration of six years after final payment, the office of the Inspector General and the Commissioner of Capital Asset Management and Maintenance shall have the right to examine any books, documents, papers or records of the Vendor or of his subVendors that directly pertain to and involve transactions relating to the Vendor or his subVendors; and (iii) the Vendor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his description the date of the change and reasons therefor and shall accompany said description with a letter from the Vendor's independent certified public accountant approving or otherwise commenting on the changes; and (iv) the Vendor shall have filed a Statement of Management on Internal Accounting Controls, as described in paragraph "(1)" below prior to the execution of the Contract; and (v) the Vendor has filed prior to execution of the Contract and will continue to file annually, an Audited Financial Statement for the most recent completed fiscal year as set forth in paragraph "(2)" below.

(1) The Statement of Management on Internal Accounting Controls is a written statement certifying that the system of internal accounting controls of the Vendor and its subsidiaries reasonably assures that transactions are executed in accordance with management's general and specific authorization; that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; that access to assets is permitted only in accordance with management's general or specific authorization; and that recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

(2) The Audited Financial Statement is a statement prepared and signed by an independent certified public accountant, stating that he has examined the Statement of Management on internal accounting controls, and expressing an opinion as to (i) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amount which would be material when measured in relation to the applicant's financial statements.

The Vendor shall annually file with the Commissioner of Capital Asset Management and Maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountants report. Such statements shall be made available to the Awarding Authority upon request.

(c) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in G.L. 4, §7 or equivalent federal legislation. They shall not be made available to the public, but shall be available only to the governmental authorities named herein.

Section 15. CONFLICT OF INTEREST LAWS.

The City and the Vendor shall comply with all federal and state conflict of interest statutes and regulations.

Section 16. EVENTS OF DEFAULT.

The following shall be considered Events of Default:

- a. The Vendor makes a written admission of the Vendor's inability to pay debts; or the Vendor becomes the debtor or defendant in (i) a voluntary or involuntary petition in bankruptcy, (ii) a petition for appointment of a receiver, (iii) a levy of an attachment or execution, (iv) an assignment for the benefit of creditors, (v) a winding up or dissolution of a partnership or corporation; or (vi) any other proceeding under which a court of competent jurisdiction assumes custody or control over the Vendor.
- b. The Vendor fails to prosecute the work with such diligence as will, in the reasonable estimation of the City, ensure substantial completion within the time specified in the Contract Documents; and/or
- c. The Vendor is in breach of the Contract Documents and has failed to cure such breach after written notice from the City specifying 1) the breach, 2) what must be done to cure the breach; and 3) the time within which the breach must be cured.

Section 17. REMEDIES UPON DEFAULT.

- a. HUD Action. If the Vendor is in default, HUD and/or any other administering agency named herein may, with or without the consent of the City, cancel, suspend, or terminate this Contract in whole or in part; require the withholding or disallowance all or part of the funding for the project; declare the Vendor ineligible for further Government contracts or avail itself of any other remedies available under the law.
 - b. City Action. If the Vendor is in default, the City may elect to do any or all of the following: 1) temporarily withhold cash payments pending correction of the deficiency; and/or 2) terminate this Contract, and
 - (a) hold the Vendor and its sureties liable in damages;
 - (b) require the Vendor's sureties to complete the Contract;
 - (c) take possession and use any materials, machinery, implements, and tools on the site, without liability for loss or damage, following which use, the Vendor shall be liable for their removal from the site;
 - (d) complete the work using the services of another Vendor (in which case the City shall have no obligation to use a competitive process to obtain the lowest contract prices) and look to the Vendor and the Vendor's sureties for the difference between the cost to complete the work and the contract sum hereunder.
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Section 18. TERMINATION FOR CONVENIENCE.

(a) The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

(1) Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

(b) Contractor's Duties Upon Termination For Convenience. Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

Section 19. INSURANCE

The Vendor shall obtain and maintain in full force and effect the insurance coverage required under Appendix C and shall furnish the City with current certificates of insurance **naming the City of Somerville as a certificate holder.**

Section 20. INDEMNIFICATION.

The Vendor shall indemnify, defend, and save harmless the City from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, and demands and shall pay any judgment entered against the City on account of personal injuries or damage to property arising out of the work of this Contract.

Section 21. NOTICES.

Notices shall be in writing, and may be transmitted by mail, federal express, or fax, provided such transmittal is evidenced by a U.S. Mail or Federal Express return receipt or a fax-generated receipt showing the number to which the fax transmission was made:

(a) to the Vendor, at the address set forth in this Agreement or such other address as the Vendor may have designated from time to time in writing, or to
FAX # _____.

(b) to the City, addressed to

Purchasing Director
93 Highland Avenue
Somerville, MA 02143
or to FAX # 617-625-1344

Notices shall be deemed given when mailed or faxed.

Section 22. MODIFICATION.

No amendment or modification to this Agreement shall take effect unless it is in writing, signed by all parties.

Section 23. ASSIGNMENT/SUBCONTRACTING.

The Vendor shall not assign or subcontract this Agreement or any portion of the work without the prior written consent of the City.

Section 24. GOVERNING LAW.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

Section 25. SEVERABILITY.

In the event that any provision of this Agreement is found to be legally unenforceable, the remainder of the Agreement shall remain in full force and effect.

Section 26. NON-APPLICABILITY OF FEDERAL REQUIREMENTS.

If this section is checked, it means that this contract has not been funded with federal funds and the obligations and requirements under federal law which are set forth in this contract do not apply.

 X (check here)

GENERAL TERMS AND CONDITIONS

1. VENDOR'S OBLIGATION

The Vendor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings, and in accordance with the directions of the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Vendor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Design Professional and THE CITY'S PROJECT MANAGER FOR THIS PROJECT.

2. PERFORMANCE/PAYMENT BONDS

The Vendor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law, and shall to the extent feasible be in the form developed by the American Institute of Architects (AIA).

3. DESIGN PROFESSIONAL'S AUTHORITY

The Design Professional shall give orders and directions contemplated under the contract and specifications, relative to the execution of the work. The Design Professional shall determine the amount, quality, acceptability and fitness of several kinds of work and the construction thereof. The Design Professional's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Design Professional shall be a condition precedent to the right of the Vendor to receive any money or payment for work under this contract affected in any manner or to any extent by such question. The Design Professional shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Vendor under this contract and other Vendors performing work for THE CITY'S PROJECT MANAGER FOR THIS PROJECT shall be adjusted and determined by the Design Professional. In accordance with Chapter 30, section 30P of the General Laws the Design Professional's decision on interpretation of the specifications, approval of equipment or material, or any other approval, or progress of the work, shall be made promptly and, in any event, no later than thirty days after a written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority or the Design Professional shall give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

4. SUBCONTRACTING

- a. The Vendor may utilize the services of specialty subVendors on those parts of the work which, under normal contracting practices, are performed by specialty subVendors, subject to the provisions of this section.
- b. The Vendor shall not award any work to any subVendor without prior written approval of THE CITY'S PROJECT MANAGER FOR THIS PROJECT, which approval will not be given until the Vendor submits a written approval statement concerning the proposed award to the subVendor, which statement shall contain such information as THE CITY'S PROJECT MANAGER FOR THIS PROJECT may require. All subcontracts subject to Mass. General laws, Chapter 149, Sections 44A-J, shall comply with the filed sub-bid requirements of that statute.
- c. The Vendor shall be as fully responsible for the acts and omissions of his subVendors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Vendor shall cause appropriate provisions to be inserted in all subVendors relative to the work to bind subVendors to the Vendor by the Terms of the General Conditions and other contract documents insofar as applicable to the work of subVendors and to give the Vendor the same power as regards terminating any subcontract that THE CITY'S PROJECT MANAGER FOR THIS PROJECT may exercise over the Vendor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relation between any subVendor and THE CITY'S PROJECT MANAGER FOR THIS PROJECT.

5. PERMITS AND CODES

- a. It shall be the Vendor's responsibility to obtain and pay for all permits required in connection with the work. Unless otherwise agreed by the Awarding Authority in writing, the Vendor shall, prior to commencement of the work, (i) meet with the City of Somerville Inspectional Services Department to determine what permits are needed for the work; (ii) obtain all such permits; and (iii) provide copies of such permits to the Awarding Authority. Permits shall include, without limitation, demolition, foundation, digsafes, and building permits; permits for removal, sealing up, or installation of utilities, including gas, electrical, water and sewer; and permits for obstructing public streets and sidewalks.
- b. The Vendor shall comply with all state and local laws, ordinances, and codes. Before installing any work, the Vendor shall examine the Drawings and Technical Specifications for compliance with applicable laws, ordinances, and codes and shall immediately report any discrepancy to THE CITY'S PROJECT MANAGER FOR THIS PROJECT. Where the requirements of the Drawings and Technical Specification fail to comply with applicable laws, ordinances, or codes, OHCD will adjust the Contract by change order to conform to such laws, ordinances or codes (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices. Should the Vendor fail to observe the foregoing provisions and proceed with the construction, (notwithstanding the fact that such construction is in compliance with the Drawings and Technical Specifications), the Vendor shall remove such work without cost to THE CITY'S PROJECT MANAGER FOR THIS PROJECT, and a change order will be issued to cover only the excess cost that the Vendor would have been entitled to receive if the change had been made before the Vendor commenced work on the items involved.
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c. Notwithstanding the generality of the foregoing, the Vendor shall comply with federal, state and local laws, ordinances, and codes governing the disposal of excavation materials, and debris and rubbish on and off the Project site.

6. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Vendor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Vendor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Vendor shall carry out the work in accordance with the additional detail drawings and instructions. The Vendor and the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT in accordance with said schedule, and (b) a schedule fixing the dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

7. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Designer or THE CITY'S PROJECT MANAGER FOR THIS PROJECT for a decision. Said discrepancy shall not be adjusted by the Vendor, save only at his own risk and expense.

8. SHOP DRAWINGS

a. All required shop drawings, machinery, details, layout drawings, etc. shall be submitted to the Designer or THE CITY'S PROJECT MANAGER FOR THIS PROJECT for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Vendor may proceed, only at his own risk and expense, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved, and no claim by the Vendor for extension of the Contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Vendor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Vendor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time. Otherwise the Vendor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Vendor or involves only a minor adjustment in the interest of THE CITY'S PROJECT MANAGER FOR THIS PROJECT not involving a change in Contract price or time, the Designer or THE CITY'S PROJECT MANAGER FOR THIS PROJECT may approve the drawing. The approval shall be general and shall not relieve the Vendor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following: "The modification shown on the attached drawing is approved in the interest

of THE CITY'S PROJECT MANAGER FOR THIS PROJECT to affect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of THE CITY'S PROJECT MANAGER FOR THIS PROJECT under the Contract and surety bond or bonds."

9. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Designer shall decide the question of equality.
- b. The Vendor shall furnish to THE CITY'S PROJECT MANAGER FOR THIS PROJECT for approval the manufacturer's detailed specifications for all machinery, mechanical equipment and other equipment articles and materials, together with complete information as to type, performance characteristics, and all other pertinent information. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejections.
- c. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, or a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- f. THE CITY'S PROJECT MANAGER FOR THIS PROJECT may require the Vendor to dismiss from the work such employee or employees as, THE CITY'S PROJECT MANAGER FOR THIS PROJECT or the Designer may deem incompetent, careless, or insubordinate.

10. SAMPLES

- a. The Vendor shall promptly submit all material and equipment samples called for in the Contract Documents or required by the Designer or THE CITY'S PROJECT MANAGER FOR THIS PROJECT. No such material or equipment shall be manufactured or delivered to the site, except at the Vendor's own risk and expense, until the required samples have been approved in writing by THE CITY'S PROJECT MANAGER FOR THIS PROJECT or the Designer. Any delay in the work caused by late or improper submission of samples for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Vendor shall carry a label giving the name of the Vendor, the project for which it is intended, and the name of the producer. The accompanying letter from the Vendor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Designer in passing upon the acceptability of the sample promptly. It shall also state that all materials or equipment furnished for use in the project will comply with the sample.

- b. Approval of any sample shall be general only and shall not constitute a waiver of CITY's right to demand full compliance with Contract requirements. After actual deliveries, the Designer will have
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such check tests made as he deems necessary in each instance and may reject materials and equipment for cause, even though such materials and equipment have been given general approval. If materials or equipment which fail to meet check tests have been incorporated in the work, the Designer will have the right to cause their removal and replacement by proper materials and equipment or to demand and secure such reparation by the Vendor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of samples and tests will be as follows:

- (1) The Vendor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the Project by the Designer.
- (2) The Vendor shall assume all costs of retesting materials which fail to meet contract requirement.
- (3) The Vendor shall assume all costs of testing materials offered in substitution for those found deficient.

11. INSPECTION OF THE WORK

a. All materials and workmanship shall be subject to inspection, examination, and/or testing by THE CITY'S PROJECT MANAGER FOR THIS PROJECT or its designated representative. THE CITY'S PROJECT MANAGER FOR THIS PROJECT shall have the right to reject defective material and workmanship and require it to be promptly segregated and removed from the Project Area and replaced with materials and workmanship of specified quality without charge. If the Vendor fails to proceed at once with the correction of rejected materials and workmanship, THE CITY'S PROJECT MANAGER FOR THIS PROJECT may proceed to correct the work itself and charge the cost of the same against any monies which may be due the Vendor, without prejudice to any other rights or remedies of THE CITY'S PROJECT MANAGER FOR THIS PROJECT.

b. The Vendor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Vendor shall notify THE CITY'S PROJECT MANAGER FOR THIS PROJECT sufficiently in advance of covering or concealing any work in order to permit proper inspection. If any work is covered or concealed without the consent of THE CITY'S PROJECT MANAGER FOR THIS PROJECT, the Vendor shall uncover and recover such work for inspection at the Vendor's expense, when so requested by THE CITY'S PROJECT MANAGER FOR THIS PROJECT. Should it be considered necessary or advisable by THE CITY'S PROJECT MANAGER FOR THIS PROJECT to examine work already completed and covered, the Vendor shall on request promptly uncover said work. If such work is found to be defective in any important or essential respect the Vendor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus an additional amount equal to that allowed for change orders shall be allowed the Vendor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Whenever the quantity justifies it, inspections of work may be made at the place of production, manufacture or shipment, in which case, acceptance shall be final, except as regards (1) latent defects,

(2) damage or loss in transit; or (3) fraud or such gross mistakes as amount to fraud. Otherwise, inspections of materials shall take place at the Project Site.

e. No examination, inspection, or testing, by THE CITY'S PROJECT MANAGER FOR THIS PROJECT or its agent shall relieve the Vendor or the Vendor's sureties of liability for defective materials or workmanship.

f. Any inspection party may include one or more HUD representatives and one or more representatives of each department of the City having jurisdiction over the work being inspected.

12. DEDUCTION FOR INCORRECTED WORK

If THE CITY'S PROJECT MANAGER FOR THIS PROJECT deems it expedient not to require the Vendor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Vendor and THE CITY'S PROJECT MANAGER FOR THIS PROJECT. Any dispute regarding such deduction shall be subject to settlement, in case of dispute, as herein provided.

13. CONSTRUCTION SUPERINTENDENT

At the site of the work the Vendor shall employ a construction superintendent or foreman who shall have full authority to act for the Vendor. Such representative shall be acceptable to the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT and shall continue in that capacity for the duration of the job unless he ceases to be on the Vendor's payroll.

14. ACCIDENT PREVENTION

a. The Vendor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Vendor shall take or cause to be taken such additional safety and health measures as THE CITY'S PROJECT MANAGER FOR THIS PROJECT may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Vendors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Vendor shall indemnify and save harmless THE CITY'S PROJECT MANAGER FOR THIS PROJECT from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

15. EXISTING UTILITY LINES

Should the Vendor in the execution of his work uncover or discover utility service lines not indicated on the relevant drawings, or that do not show signs of singular service to any existing structures being demolished, the Vendor shall cease work in that area immediately and promptly notify the Public Works Department. Within forty-eight hours, the Public Works Department will inspect the site and issue written instructions to the Vendor. The Vendor shall proceed with only after such written instructions have been received and shall proceed in full compliance with such instructions.

The above mentioned situation or similar circumstances and/or modification if any, shall not relieve the Vendor from his responsibilities in this Contract and also it is without prejudice to any and all

rights of THE CITY'S PROJECT MANAGER FOR THIS PROJECT covering this said contract and surety or bonds.

16. CARE OF WORK

- a. The Vendor shall be responsible for all damages to persons or property that occur as a result of the Vendor's fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by THE CITY'S PROJECT MANAGER FOR THIS PROJECT.
- b. The Vendor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, as necessary, from the time the work is commenced until final completion and acceptance. Sufficient lighting shall be provided to aid in the prevention of injury to passersby or vandalism to the property or other illegal activities.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Vendor, without special instructions or authorization from THE CITY'S PROJECT MANAGER FOR THIS PROJECT is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by THE CITY'S PROJECT MANAGER FOR THIS PROJECT. Any compensation claimed by the Vendor on account of such emergency work will be determined by THE CITY'S PROJECT MANAGER FOR THIS PROJECT as provided in the Section - CHANGES IN THE WORK.
- d. The Vendor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc. and the Vendor shall at its own expense completely repair any damage thereto caused by its operations.
- e. The Vendor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structure adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Vendor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of work. The Vendor shall indemnify and save harmless the City of Somerville and/or THE CITY'S PROJECT MANAGER FOR THIS PROJECT from any liability for damages on account of settlement or the loss of lateral support of adjoining property resulting from the Vendor's failure to comply with this section.

17. WEATHER PROTECTION

- a. In the event of temporary suspension of work, during inclement weather, the Vendor will carefully protect and will cause his subVendors to carefully protect all work and materials against damage or injury from the weather. If, in the opinion of the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT, any work or materials shall have been damaged or injured by reason of failure on the part of the Vendor or any of his SubVendors so to protect the work, such work or materials shall be removed and replaced at the expense of the Vendor.
 - b. It is the intent of these Specifications to require that, in all Chapter 149, s. 94A contracts, the General Vendor shall provide temporary enclosures and heat to permit construction work to be carried on during the months of November through March in compliance with M.G.L. Chapter 149, Section 44D (G). These Specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible to protect in the judgment of THE CITY'S PROJECT
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MANAGER FOR THIS PROJECT. Included in the preceding category, without limitation, are such items as site work, excavation, pile driving, steel erection, erection of certain "exterior" wall panels, roofing, and similar operation:

(1) "WEATHER PROTECTION" shall mean the temporary protection of that work adversely affected by moisture, wind and cold, by covering, enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Design Professional and consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations. The General Vendor shall furnish and install all "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum temperature of 40 degrees F, at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials or the applicable General Conditions set forth in the Contract Articles with added regard to performance obligations of the Vendor.

(2) Within 30 calendar days after his award of contract, the General Vendor shall submit in writing to THE CITY'S PROJECT MANAGER FOR THIS PROJECT for approval, three copies of his proposed methods for "Weather Protection".

(3) Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices. Heating devices which may cause damage to finish surfaces shall not be used.

(4) The General Vendor shall furnish and install one accurate Fahrenheit thermometer at each work area as designated by the Designer. However, one additional accurate Fahrenheit thermometer shall be provided for every 2,000 square feet of floor space where the work areas exceed 2,000 square feet.

18. SANITARY FACILITIES

The Vendor shall furnish, install and/or maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. Nothing in this Section shall be construed as forbidding the use of facilities available in existing buildings on the job site if they meet the above requirements and the use of them will not interfere with the progress of the work.

19. USE OF PREMISES AND REMOVAL OF DEBRIS

The Vendor expressly undertakes at his own expense:

- a. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Vendors;
 - b. to place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
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- c. to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- d. before final payment to remove all surplus material, false work, temporary structure, including foundations thereof, plant of any description and debris of every nature resulting from this operations, and to put the site in a neat, orderly condition.
- e. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT not to cut or otherwise work of any other Vendor.

20. COORDINATION WITH OTHER VENDORS

The Vendor shall coordinate his operations with those of other Vendors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of work. The Vendor, including his subVendors, shall keep informed of the progress and the detail work of other Vendors and shall notify the Design Professional or THE CITY'S PROJECT MANAGER FOR THIS PROJECT immediately of lack of progress or defective workmanship on the part of other Vendors. Failure of a Vendor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

21. QUANTITIES OR ESTIMATES

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by THE CITY'S PROJECT MANAGER FOR THIS PROJECT to complete the work contemplated by the contract, nor shall any such increases or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

22. DISPUTES

- a. All disputes arising under this Contract or its interpretation, whether involving law of fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Vendor to THE CITY'S PROJECT MANAGER FOR THIS PROJECT for decision. All papers pertaining to claims shall state the facts surrounding the claims in sufficient detail to identify the claim, with its character and scope. In the meantime, the Vendor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by THE CITY'S PROJECT MANAGER FOR THIS PROJECT of notice thereof.
 - b. The Vendor shall submit proof of the Vendor's claim in detail. Each decision by THE CITY'S PROJECT MANAGER FOR THIS PROJECT will be in writing and will be mailed to the Vendor by registered or certified mail, return receipt requested.
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c. If the Vendor does not agree with THE CITY'S PROJECT MANAGER FOR THIS PROJECT's decision the Vendor shall not delay the work, but shall notify THE CITY'S PROJECT MANAGER FOR THIS PROJECT promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

23. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, THE CITY'S PROJECT MANAGER FOR THIS PROJECT shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

24. WARRANTY OF TITLE

No material, supplies, or equipment to be installed as part of the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Vendor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and, upon completion of all work, shall deliver the same to THE CITY'S PROJECT MANAGER FOR THIS PROJECT free from any claims, liens, or charges. Neither the Vendor nor any person, furnishing any material or labor for any work covered by this Contract shall have any right to a lien. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Vendor for their protection, or to recover under any laws permitting such persons to look to funds due the Vendor in the hands of THE CITY'S PROJECT MANAGER FOR THIS PROJECT. The provisions of this paragraph shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

25. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by THE CITY'S PROJECT MANAGER FOR THIS PROJECT shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Vendor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Vendor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. THE CITY'S PROJECT MANAGER FOR THIS PROJECT will give notice of observed defects with reasonable promptness.

26. REVIEW OF RECORDS

THE CITY'S PROJECT MANAGER FOR THIS PROJECT, its authorized representative and agents and the HUD Representative for the Secretary shall, at all times have access to and be permitted to observe and review all work materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Vendor only by the City through its authorized representatives or agents.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____, and that an unencumbered balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.

Edward Bean, City Auditor

Joseph A. Curtatone
Mayor

Skip Bandini
Director, Capital Projects & Planning

.

Angela M. Allen, Purchasing Director

Approved as to Form:

Francis X. Wright, Jr., City Solicitor

VENDOR:

Signature of Authorized Agent of Vendor

Printed Name:
Title:

Vendor Address:

Federal Tax ID: # _____

FOR CORPORATIONS ONLY:

Clerk's Signature

Clerk's Name

APPENDIX A

Scope of Services – Miscellaneous Bid Documents

Includes a brief description of the project
The Plans and Technical Specifications (Plans on File)
And addenda issued during the bid process.

Sample Contract

APPENDIX B
Contractor's Bid Price - Form for General Bid
(From Bid Book)

Sample Contract

APPENDIX C
General Terms and Conditions
(From Bid Manual)

Sample Contract

APPENDIX D

INSURANCE REQUIREMENTS

Sample Contract

**APPENDIX D - INSURANCE REQUIREMENTS
INSURANCE SPECIFICATIONS**

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million
Property Damage Liability.....\$ Two Million

**B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN
THE AMOUNT AS LISTED BELOW:**

Workers Compensation.....\$ Statutory
Employer's Liability.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

Bodily Injury Liability.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

Certificate Should Be Made Out To:

**City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, MA 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

APPENDIX E
WAGE RATES AND LIVING WAGE FORM

STATE PREVAILING WAGE RATES
SOMERVILLE LIVING WAGE RATES FORM
RESPONSIBLE EMPLOYER ORDINANCE

INSERT MANUALLY

Sample Contract

APPENDIX F

CERTIFICATE OF GOOD STANDING (FOR CORPORATIONS)

INSERT DOCUMENT FROM BID MANUAL HERE

Certificate of Good Standing: If the bidder is a corporation, a Certificate of Good Standing shall be provided with executed contracts. Certificate of Good Standing available online at: http://corp.sec.state.ma.us/corp/Certificates/Certificate_Request.asp or call Tel: (617) 727-9640 for more information.

APPENDIX G

PROCUREMENT DOCUMENTATION

ADVERTISEMENTS, NOTICE TO BIDDERS, ETC.

Sample Contract

APPENDIX H

STATEMENT OF MANAGEMENT FOR CONTRACTS OVER \$100,000

STATEMENT OF MANAGEMENT

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this _____ day of _____

On behalf of _____

(Successful bidder name)

(Address and telephone of successful bidder)

(Name and title of person signing statement)

By: _____

(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R I, _____ a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.

(Signature)

(Business name, address and telephone number)

APPENDIX I

PERFORMANCE BOND AND PAYMENT BOND

FOR CONTRACTS OVER \$2000

Sample Contract

PERFORMANCE BOND

We, the undersigned,

_____,
(Name of Contractor)

_____,
(Address of Contractor)

_____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____,
(Name of Surety)

_____, (Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF SOMERVILLE, 93
Highland Avenue, Somerville, MA 02143, hereinafter called Owner, in the penal sum of
Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and
truly to be made. We hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

The condition of this obligation is such that the Principal entered into a certain
contract with the Owner, dated the _____ day of _____, 20____, a copy of
which is attached hereto and made a part hereof, for the project known as [insert project
name] and the Principal and Surety bind themselves to the Owner for the performance of the
contract.

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner, with

or without notice to the Surety and during the guaranty period set forth in the contract, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by a reason of failure to do so, and shall reimburse and repay the Owner all outlay and expenses which the Owner may incur in making good any default, then this obligation shall be void; otherwise, this bond shall remain in full force and effect; provided, further, that the said Surety for value received hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

(Signature)
Name and Title:

(Signature)
Name and Title:

SEAL

SEAL

Payment Bond

We, the undersigned,

_____,
(Name of Contractor)

_____,
(Address of Contractor)

_____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____,
(Name of Surety)

_____, (Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF SOMERVILLE, 93
Highland Avenue, Somerville, MA 02143, hereinafter called Owner, in the penal sum of
Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and
truly to be made. We hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

The condition of this obligation is such that the Principal entered into a certain
contract with the Owner, dated the _____ day of _____, 20____, a copy of
which is attached hereto and made a part hereof, for the project known as insert project
name.

Now, therefore, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials used in connection with the

work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this bond is remain in full force and effect. Provided, further, that the said Surety for value received hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

(Signature)

Name and Title:

SEAL

(Signature)

Name and Title:

SEAL

DIVISIONS 1 THROUGH 7: TECHNICAL SPECIFICATIONS

Sample Contract